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// Key Features and Terms and Conditions

▸ Product Disclosure Statement Part 1 effective 1 March 2015

This document is Part 1 of the Product Disclosure Statement (PDS). It must be read in conjunction with Part 2 - Schedule of Fees, Charges and Transaction Limits and Part 3 - Deposit Interest Rates Schedule.

PO Box 50, Maitland NSW 2320
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417 High St, Maitland NSW 2320

Maitland Mutual Building Society Limited ABN 94 087 651 983 Australian credit licence 238139 AFSL 238139

The
Mutual
MAITLAND MUTUAL BUILDING SOCIETY LIMITED

This Terms and Conditions booklet is issued by:
Maitland Mutual Building Society Limited
ABN 94 087 651 983

// Customer Owned Banking Code of Practice

The Customer Owned Banking Code of Practice (COBCoP) is the code of practice for Australia's mutual building societies, credit unions, mutual banks and other mutual Authorised Deposit-Taking Institutions. The COBCoP commenced operation on 1 January 2014, replacing the previous Mutual Banking Code of Practice. Its purpose is to set standards of fair and responsible banking for Building Societies like The Mutual to follow when dealing with individuals and small business customers and their guarantors.

We undertake to comply with this Code in our dealings with you. Each relevant provision of the COBCoP applies to the products and services described in this booklet, and is incorporated into these Terms and Conditions.

The Customer Owned Banking Code Compliance Committee (CCC) is an independent committee, established in accordance with the COBCoP, to ensure that subscribers to the COBCoP are meeting the standards of good practice that they promised to achieve when they signed up to the Code. The CCC investigates complaints that the Code has been breached and monitors compliance with the Code through compliance activities such as mystery shopping, surveys and compliance visits.

If you have a complaint about our compliance with the COBCoP you can contact:

Customer Owned Banking Code Compliance Committee

PO Box 14240

Melbourne VIC 8001

Phone: 1300 78 08 08

Fax: 03 9613 7481

Email: info@codecompliance.org.au

Please be aware that the CCC is not a dispute resolution body. For full details of our Dispute Resolution Procedures please refer to section 20 of this PDS.

Financial Claims Scheme

The Financial Claims Scheme (FCS) protects depositors through the provision of a guarantee on deposits (up to the cap) held in authorised deposit-taking institutions (ADIs) incorporated in Australia and allows quick access to their deposits if an ADI becomes insolvent. The Mutual is an ADI. Depositors with The Mutual may be entitled to receive a payment from the FCS, subject to a limit per depositor.

For further information about the FCS:

- visit the APRA website at http://www.apra.gov.au
- phone the APRA hotline on 1300 13 10 60

// Important information about this document

This PDS is an important document. It provides you with information about the financial product(s) and Payment Facilities set out below so you can decide whether or not to acquire them. It helps you to compare our products with others you may be considering.

This PDS applies to the following financial products and Payment Facilities:

Deposit Accounts

- Express Savings
- Christmas Club
- Internet Saver
- Deeming
- Mighty Mutual
- Bonus Saver
- Loan Saver
- 100% Loan Offset
- Internet Saver - Business
- Business Cheque
- Cash Management
- Term Deposit
- Sovereign Term Deposit
- Solicitors Trust
- Business Maximiser
- Real Estate Trust

Payment Facilities

- BPay® Payment
- Internet Banking
- Direct Debit
- Member Cheques
- Express Debit Card
- EFTPOS
- Phone Banking
- Periodical Payment
- Visa Card

This PDS consists of three parts:
Part 1- This document containing a Key Features Statement and the Terms and Conditions
Part 2 - A Schedule containing Fees, Charges, applicable transaction limits, contact phone and fax numbers, and
Part 3 - A Schedule containing Current Interest Rates.

Please contact us immediately if you have not received all three parts.

The first use of a financial product to which this PDS applies will indicate that you understand and agree to be bound by the Terms and Conditions contained in this PDS. You should read this PDS carefully before acquiring any of the products to which this PDS applies, and keep the PDS for your future reference. If you have any questions, please contact us. Should you wish to obtain any more information about any of the products to which this PDS applies, please contact our Head Office on 1300 688 825 or write to us at:

Address	417 High Street Maitland NSW 2320
Email	info@themutual.com.au
Internet	www.themutual.com.au
This PDS is issued by:	Maitland Mutual Building Society ABN 94 087 651 983 Australian Credit Licence 238139 AFSL 238139

This PDS only applies where it is received by a person in Australia.

// Key Features

Using your:

- Express Savings
- Deeming
- Loan Saver
- Business Cheque
- Sovereign Term Deposit
- Real Estate Trust
- Christmas Club
- Mighty Mutual
- 100% Loan Offset
- Cash Management
- Solicitors Trust
- Internet Saver
- Bonus Saver
- Internet Saver - Business
- Term Deposit
- Business Maximiser

The benefits include that you may:

- deposit money into your Account we establish for you;
- earn interest on the money deposited into your Account at the current interest rates as set out in Part 3 of this PDS;
- withdraw that money either at one of our branches or, if you have an Express Card or Visa Card using that card at ATMs in Australia;
- arrange for money to be withdrawn from your Account by direct debit or by individual payments by you through Third Party systems (such as BPay®);
- make purchases using your Card at any EFTPOS facilities operated by merchants;
- use Internet Banking or Phone Banking to withdraw and transfer funds as well as confirm previous transactions; and
- use other Payment Facilities which are available on your Account. The benefits of using a Payment Facility are set out in clause 6 of the Terms and Conditions.

Not all of the features are available with every type of Account. You should consider what type of Account suits your requirements. The Society also offers a range of personal, residential, commercial and business loans which may be linked with some of the Accounts.

The current limits on transactions are set out in Part 2 of this PDS.

The Terms and Conditions in this PDS explain the way in which these features operate.

Account Features

Our deposit products have features designed for your particular requirements. Subject to the Terms and Conditions our deposit products are designed as follows:

Account Type	Account Features
Express Savings	An Account that offers interest and accessibility via a Card or a passbook and regular statements if Card only is selected.
Christmas Club	A passbook Account that helps take the money worries out of Christmas. The balance of your Account is available from 1 November to 31 January each year. Withdrawals are not permitted other than between these dates.
Deeming	A passbook or statement account exclusively for members over 55 years who are on a pension or self-funded retirees. The interest rate is set with regard to the government's fixed deeming rates and interest is paid monthly.
Mighty Mutual	A passbook Account for children under 18 years of age which pays interest and offers fee concessions and which converts to an Express Savings Account on the child's 18th birthday. A bonus interest rate is paid if no withdrawals are made over a specified period.
Loan Saver	A Card Account designed to reduce the amount of interest on your home loan Account by the amount that has been earned on this Account.
100% Loan Offset	A Card Account that offers a 100% offset facility. It is designed to reduce the amount of interest on your home loan Account by the amount that has been earned on this Account.
Business Cheque	An Account designed for business proprietors, having special features (such as deposit and monthly statements on request) to facilitate the functioning of your business processes.
Business Maximiser	An Account designed for business proprietors looking to earn a higher rate of interest with access to money at call. It has special features (such as deposit and monthly statements on request) to facilitate the functioning of your business processes.

Cash Management	A passbook Account that pays a higher interest rate if the minimum Account balance is maintained.
Bonus Saver	A statement only Account that pays a higher rate of interest if at least one (1) deposit and no withdrawals are processed in a calendar month.
Term Deposit	A Certificate Account which pays a higher rate of interest for a fixed term nominated by you of up to 36 months, provided you start with the minimum opening balance. Depending on a minimum balance requirement and term of the investment, interest may be paid or credited monthly, quarterly, six monthly, annually or at maturity for terms of 12 months or less.
Sovereign Term Deposit Account	A Certificate Account similar to a Term Deposit Account where you invest money for a term nominated by you (up to a maximum Maturity Date nominated by us) with an opening balance requirement that is higher than the opening balance requirement for a Term Deposit Account. Interest may be paid or credited monthly, quarterly, six monthly, annually or at maturity for terms of 12 months or less.
Internet Saver	A high interest statement only Account designed exclusively for internet usage. No branch based transactions are allowed (with the exception of Account opening and closure).
Internet Saver - Business	A high interest statement only Account designed exclusively for business internet usage. No branch based transactions are allowed (with the exception of Account opening and closure).
Real Estate Trust Account	Available to licensed real estate agents only, for holding client funds pending settlement of purchases and depositing of rental monies.
Solicitors Trust Account	Available to solicitors only, for holding client payments relating to property conveyancing, estate settlements, investments and other trust monies.

If you have a home loan (excluding Express Credit) you are entitled to an additional transaction allowance for an Express Savings, Business Cheque and Deeming Account.

You can opt for a "Loan Offset" arrangement for your Account if you have a home loan with us. This means that some or all of the interest that would otherwise be payable on your Account is offset against interest charged on your loan. See clause 10 and Part 3 of this PDS for eligibility and details.

If you have an Express Card you can access your funds via ATMs Australia-wide (including non-Maitland Mutual ATMs) and by EFTPOS. If you have a Visa Card you can also access your funds worldwide wherever Visa International is accepted.

If you qualify as a charity or community based organisation you maybe entitled to a transaction fee exemption as set out in Part 2 of this PDS (only available with Business Cheque Account).

Risks: As with most investment products you are reliant on the ability of the issuer, in this case us, to meet our obligations to you under the terms of the particular product. Additionally interest rates may change. This means that where your Account has a variable interest rate, you may experience a reduction in interest income. Investing in a Term Deposit Account provides protection from falling interest rates during the term. The interest rate is fixed provided you do not withdraw funds prior to the Maturity Date. However, you forgo the opportunity to benefit from rises in rates during that term. Risks in relation to Payment Facilities are set out in clause 6 of these Terms and Conditions.

Costs

The current costs of using our financial products are set out in Part 2 of this PDS. We do not charge fees for establishing or closing your Account.

Further information about Payment Facilities which your Account can have

Your Account can have the following Payment Facilities:

- BPay® Payment
- Internet Banking
- Direct Debit
- Member Cheques
- Express Debit Card
- EFTPOS
- Phone Banking
- Periodical Payment
- Visa Card

The following table indicates what Payment Facilities can apply to particular Accounts. You will need to inform us which Payment Facilities are required before they are made available to you.

Payment Facility	BPay®	Internet Banking	Phone Banking	Visa Card	Express Card	Direct Debit	Member Cheque	Periodical Payment
Account Type								
Express Savings	✓	✓	✓	✓**	✓**	✓	✓	✓
Christmas Club		*	*					*
Deeming	✓	✓	✓	✓**	✓**	✓	✓	✓
Mighty Mutual	✓	✓	✓			✓		✓
Loan Saver	✓	✓	✓	✓	✓	✓	✓	✓
100% Loan Offset	✓	✓	✓	✓	✓	✓	✓	✓
Business Cheque	✓	✓	✓	✓	✓	✓	✓	✓
Business Maximiser	✓	✓	✓	✓	✓	✓	✓	✓
Cash Management	✓	✓	✓			✓		✓
Bonus Saver Account	✓	✓	✓					
Term Deposit Account								
Sovereign Deposit Account								
Internet Saver Business Account		✓	✓					
Internet Saver Account		✓	✓					
Real Estate Trust Account	✓	✓	✓			✓	✓	✓
Solicitors Trust Account	✓	✓	✓			✓	✓	✓

* Indicates deposits can be made into these Accounts using the identified facility. Withdrawals can be made only during the period 1st November to 31st January using the facility.
** Not available if a Passbook Only Account is selected.

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// Part A: Meaning of Words

In this PDS, some words have special meanings as set out in this section. Where a word is used in this PDS with a special meaning, we generally commence that word with a capital letter.

"Access Code" means:

a) in the case of Internet Banking, the code used in conjunction with your Login Name to access Maitland Mutual Internet Banking;
b) in the case of Phone Banking, the code used in conjunction with your Member Number to access Phone Banking;
c) in the case of transactions made using a Card, the PIN issued to you or any additional authorised cardholder for use in conjunction with that Card, which:
i. is known to the user and is intended to be known only to the user or only to the user and us;
ii. we require the user to keep secret;
iii. the user must provide (in any manner) through a Card or Electronic Equipment in order to access your Account or Credit Account;
and includes any changes to or replacements of that code.

"Access Method" means any method we make available to users to give us authority to act on instructions when using Electronic Equipment to debit or credit an EFT Account. An Access Method comprises of one or more components including (but not limited to) Cards, identifiers, access codes or a combination of these but does not include a method requiring the user's manual signature where the comparison of the manual signature with the written specimen signature is the principal means of authenticating a user's authority to give us an instruction.

"Account" means the Account or Accounts we establish in your name or in your name jointly with another person or persons for the following products:

- Express Savings
- Deeming
- Loan Saver
- Business Cheque
- Sovereign Term Deposit
- Real Estate Trust
- Christmas Club
- Mighty Mutual
- 100% Loan Offset
- Cash Management
- Solicitors Trust
- Internet Saver
- Bonus Saver
- Internet Saver - Business
- Term Deposit
- Business Maximiser

"Additional Cardholder" means a person other than you who has Card access to your Account or Credit Account.

"ADI" has the same meaning as authorised deposit-taking institution in the Banking Act 1959 (Cth) or any successor term adopted by the Australian Prudential Regulation Authority.

"Amount Owing on Your Credit Account" has the same meaning as "debit balance of your Express Credit Account" in your Express Credit contract.

"ATM" means Automatic Teller Machines or cash dispensing units owned by us or another financial institution.

"Authorised Signatory" means you or any person authorised to operate your Account.

"Banking Business Day" means any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia which is not a Saturday, Sunday or any public or bank holiday.

"BECS" means the system known as Bulk Electronic Clearing System that has the role of managing the conduct of the exchange and settlement of bulk electronic low value direct credit and direct debit transactions in Australia.

"Biller" means an organisation which issues bills to you which can be paid at your option through the BPay® Scheme.

"BPay® Payments" means payments which you have instructed us to pay to Billers through the BPay® Scheme.

"BPay® Scheme" means the electronic payment scheme operated by BPay® Pty Ltd (ACN 074 137 318) through which you instruct us to make payments to Billers who can accept payments made to them through this scheme.

"Business Account" means a Business Cheque Account, Business Maximiser Account, Internet Saver - Business Account, or Trust Account.

"Business Day" means a day we are open for business, but does not include Saturday, Sunday or any public holiday.

"Card" means any Express Card or Visa Card we issue to you or an Additional Cardholder for use on your Account or Credit Account.

"Cleared Funds" means the balance of your Account or the available balance of your Express Credit Account (where that Account operates as a debit facility only), less the sum of:

- the minimum balance (if applicable);
- cheques deposited to that Account that have not been cleared;
- any other deposits to that Account that have not been cleared;
- any applicable fees or charges charged by us to that Account and Government Charges charged to that Account.

"COBCoP" means the Customer Owned Banking Code of Practice.

"Code of Operation for Centrelink Direct Credit Payments" means the agreement and successor agreements between Centrelink and financial service providers which ensures that consumers receiving income support payments have access to a reasonable amount of money to live on, even when they are indebted to us.

"Credit Account" means either an Express Credit Account or Credit Card for the purposes of an Express Credit or Credit Card contract you have with us except to the extent that terms and conditions for Credit Cards are dealt with in the Credit Card Conditions of Use.

"Credit Limit" has the same meaning as that term in the Express Credit contract we have with you.

"Customer" means you.

"Cut-off Time" means the time specified in clause 70 of these Terms and Conditions "Cut off Times".

"Daily Transaction Limit" means the limit referred to in Clause 4 of these Terms and Conditions.

"DDR" means a Direct Debit Request you must provide to your customers in accordance with the BECS rule.

"DDR Service Agreement" means a Direct Debit Request Service Agreement you must enter into with your customers in accordance with the BECS rules.

"Device" means a device we give to a user to perform electronic transactions. Examples include ATM Card, Express Card, Visa Card and a Token issued by us that generates an access code

"Direct Debit" means a Payment Facility through which regular Periodic Payments are made from your Account (other than Christmas Club, Bonus Saver, Term Deposit and Sovereign Term Deposit Accounts) or your Credit Account to any Maitland Mutual or other financial institution Account.

"EFT Account" means an Account with us from or to which you can transfer funds through Electronic Equipment by use of an Access Method.

"EFT Conditions" means the Terms and Conditions applying to EFT transactions under the ePayments Code as set out in clauses 19 and Parts E and F of the Terms and Conditions.

"EFTPOS" means a point of sale electronic banking facility available at retail or wholesale outlets.

"EFT System" means the network of electronic systems used for the transmission of EFT Transactions.

"EFT Transactions" means a transfer of funds initiated by an instruction you give to us through Electronic Equipment using an Access Method to debit or credit an EFT Account. An EFT Transaction includes, without limitation, a transaction undertaken using a Card and an Access Code via EFTPOS or an ATM or a transaction undertaken using Internet or Phone Banking.

"Electronic Equipment" includes electronic terminal, computer, television and telephone.

"ePayments Code" means the ePayments Code, which is a voluntary code of practice administered by ASIC and which regulates electronic payments, including ATM, EFTPOS and credit card transactions, online payments, internet and mobile banking, and BPAY.

"Express Card" means a Card issued by us other than a Visa Card, the function of which is to access the Express Card holder's Account with us.

"Financial Institution Cheque" is a cheque which is issued by us and drawn on us.

"Foreign Cheque" means a cheque or other negotiable instrument issued by or drawn on a financial institution other than an ADI or a cheque or other negotiable instrument drawn other than in Australian currency.

"Government Charges" means income tax, all additional government stamp and other duties, fees and charges that may apply to the Account whether or not you are primarily liable to pay these charges.

"GST" means any tax imposed on the supply of any goods or services, real or personal property or other similar things or similar tax.

"Identifier" means information that a user knows but is not required to keep secret and must provide to perform a transaction. Examples include: an account number; a serial number; and a security number printed on a credit or debit card.

"Internet Banking" means any service we offer through the internet to enable you to receive information from us and to transmit instructions to us electronically, in relation to an Account, Credit Account or other matter we specify.

"Internet Saver Account" means any Internet Saver or Internet Saver - Business Account.

"Loan Saver" means a home loan you hold with us where the interest charged on that home loan is offset with interest earned on a Loan Saver Account you hold with us. The interest is credited against the relevant loan Account on Loan Saver Account balances over $2.00 at the Loan Saver Rate. This is calculated daily on the whole balance.

"Loan Saver Rate" means the interest rate specified by us and can be obtained by visiting any Maitland Mutual branch, phoning 1300 688 825 or by accessing our website www.themutual.com.au.

"Linked Account" with respect to Internet Saver Accounts means the nominated Deposit Account, with the exception of Christmas Club and Term Deposit Accounts, held by us or another ADI within Australia in the same name or names as the Internet Saver Account in which the funds from the Internet Saver Account are transferred into. (Refer Part J of this PDS)

"Login Name" means either your member number or any alpha numeric combination assigned by yourself (and within the set limits in relation to length and mix of characters) as a Login Name.

"Maturity Date" in respect of a Term Deposit Account or Sovereign Term Deposit Account means the date until which the interest rate applicable to that Term or Sovereign Term Deposit Account remains fixed (assuming there is no withdrawal of funds before that date).

"Member Cheque" means a cheque that we issue to you for your use as the drawer of that cheque.

"Member Number" means the number we give you to use in conjunction with your access code to access the Society's Phone and Internet Banking site and includes any changes to or replacement of that number.

"Merchant" means a supplier of goods or services purchased by use of a card.

"Merchant EFTPOS Facility" means EFTPOS terminals and the combination of hardware, software, communication lines and operational procedures which facilitates the authorisation and reconciliation of EFTPOS transactions.

"Mistaken internet payment" means a payment by a user through a 'Pay Anyone' internet banking facility and processed by an ADI through BECS (direct entry) where funds are paid into the account of an unintended recipient because the user enters or selects a Bank/State/Branch (BSB) number and/or identifier that does not belong to the named and/or intended recipient as a result of:
i. the user's error, or
ii. the user being advised of the wrong BSB number and/or identifier.
This does not include payments made using BPAY.

"Mobile Banking" means any service we offer as an extension of Internet Banking that enables you to receive information from us and to transmit instructions to us electronically, in relation to a membership, Account, loan or any other matter we specify, using a mobile device capable of either accessing the internet, downloading an application or receiving emails or text messages.

"Mutual Direct Debit User Facility" means the facility we provide to enable you to gain access and use of BECS.

"Mutual Internet Banking Site" means the internet site designated as www.themutual.com.au.

"Pay Anyone" means the External Transfer facility within Internet Banking which allows payments to be made to accounts at the Mutual or to accounts at most other Building Societies, Credit Unions or Banks throughout Australia.

"Payment Cut off Time" means the time specified in clause 63.2 "Processing Payments".

"Payment Date" means the date on which you instruct us to make a Payment.

"Payment" includes a Payment in connection with a Payment Facility.

"Payment Facility" means each of the following services offered by us:

- BPay® Payment
- Internet Banking
- Direct Debit
- Phone Banking
- Member Cheques
- Express Debit Card
- EFTPOS
- Visa Card

"Payment Service" means a single or Periodic Payment we make on your behalf from your Account or Credit Account to:

- another Account you or a third party hold with us;
- A Credit Account or other loan Account you or a third party hold with us; or
- another financial institution

"payWave" a contactless technology allowing you to make purchases by holding your Card against a Terminal.

"Periodical Payments" means a Payment Facility offered by us for payments to be made from your Account (other than Christmas Club, Internet Saver, Bonus Saver and Term Deposit) or your Credit Account to any Maitland Mutual or other financial institution Account.

"Phone Banking" means any service we offer through the telephone to enable you to receive information from us and to transmit instructions to us through the telephone, in relation to an Account, Credit Account or other matter we specify.

"PIN" means the Personal Identification Number issued by us or selected by you to use as part of the Access Method in conjunction with your Card or Internet and Phone Banking.

"Processing Day" means a day when our branches are open for business.

"Reduced Term Interest Rate" means the interest rate applicable to your Term or Sovereign Term Deposit Account following you requesting your funds or any part of them before the applicable Maturity Date currently being the rate calculated as set out in Part 3 of this PDS.

"Term Deposit Account" means any Term Deposit or Sovereign Term Deposit Account.

"Terminal" means an electronic device (including an ATM, cash dispenser unit, point of sale terminal or any other electronic funds transfer device) in which a Card may be used to operate on an Account, but does not include Internet or Phone Banking.

"Terms and Conditions" means this document apart from the Key Features Statement.

"The Mutual" means Maitland Mutual Building Society Ltd.

"Third Party Accounts" means an Account the holder of which is a person other than yourself.

"Trust Account" means any Real Estate Trust or Solicitors Trust Account.

"User" means you and (where permitted by us) any person you authorise to be an Additional Cardholder or authorised signatory to an Account.

"Verified by VISA" means an online purchase identity verification system providing an additional level of security.

"Visa Card" means a card branded as a Visa Debit (including NEO Visa Debit) or Visa Credit Card a function of which is to access the Visa Card holders Account or Credit Account with us.

"We", "us" and **"our"** means Maitland Mutual Building Society Ltd and our successors and assigns.

"You" and **"your"** means the Account holder of the Account subject to these Terms and Conditions or if there is more than one of you then all of you jointly and each of you severally. You includes your successors and assigns.

The singular includes the plural and vice versa.

A reference to:

- a document includes any variation or replacement of it;
- law means common law, principal of equity, and laws made by parliament (and laws made by parliament include regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of them); and
- anything includes the whole and each part of it.
- times in these Terms and Conditions are based on Eastern Standard Time or Eastern Daylight Saving Time when in operation.

// Part B: General Terms and Conditions

These Terms and Conditions apply to any Account, Credit Account and any Payment Facility that we provide to you.

1. Opening an Account

1.1 You must provide us with any information we reasonably require to open an Account or provide any Payment Facility.

1.2 Subject to the requirements of any law, we may refuse to open an Account or provide a Payment Facility.

1.3 To open a Mighty Mutual Account you must be under 18 years of age. If we, in our absolute discretion, determine a person under 18 years of age is unable to sign their name consistently we may refuse to open the Account. A Mighty Mutual Account may be opened as a Trust Account for a child by a trustee where the beneficiary is under 18 years of age. A Mighty Mutual Account automatically converts to an Express Savings Account on the child's 18th birthday.

1.4 To open a Deeming Account you must be over 55 years or be in a receipt of a pension.

1.5 To open a Christmas Club Account you must be a natural person.

1.6 To open a Bonus Saver Account you must be a natural person. Accounts will be opened in Individual or Joint Names only. Trust Account types are not available for this product.

1.7 To open an Internet Savings Account you must be a natural person. Accounts will be opened in Individual or Joint Names only. Trust Account types are not available for this product.

2. Opening Balance

2.1 In order to open an Account a minimum amount as follows is required.

Account	Minimum Opening Balance
Express Savings	$2.00
Christmas Club	$2.00
Mighty Mutual	$2.00
Deeming	$2.00
Loan Saver	$2.00
100% Offset	$2.00
Bonus Saver	$2.00
Real Estate Trust	$2.00
Solicitors Trust	$2.00
Business Cheque	$200.00
Business Maximiser	$200.00
Cash Management	$500.00
Term Deposit	$1,000.00
Internet Saver	$5,000.00
Internet Saver Business	$5,000.00
Sovereign Term Deposit	$100,000.00

If your Account is an Express Savings Account, or Deeming Account, and you wish to use a Member Cheque or Visa Card facility the minimum opening balance is $200.00.

3. Minimum Balance

3.1 You must ensure that the balance of your Account is never less than the amount we call the minimum balance or, where a minimum opening balance applies, that the opening balance of your Account is not less than that amount.

3.2 The minimum balance for Accounts (other than Term Deposit and Sovereign Term Deposit Accounts) is $2.00. The minimum balance for Term Deposit and Sovereign Term Deposit Accounts is the minimum opening balance.

3.3 We may change the minimum balance or the minimum opening balance, at any time, at our absolute discretion.

3.4 Where the balance of your Account falls below the minimum opening balance we may close your Account or remove any Payment Facility.

4. Deposits and Withdrawals

4.1 You may make deposits and withdrawals from your Account at any of our branches. If your Account can be accessed by a Card, withdrawals may be made from an ATM or via EFTPOS. If your Account is an Internet Saver Account or Internet Saver Business Account withdrawals can be made by transfers to your Linked Account.

4.2 You cannot draw against any cheque deposited into your Account until it has cleared. We may refuse to accept any cheque for deposit in our absolute discretion.

4.3 You can withdraw money or obtain credit under your Credit Account from any of our branches. If you have an Account or Credit Account that can be accessed by a Card withdrawals may be made from an ATM or via an EFTPOS facility.

4.4 We can, in our absolute discretion, impose daily withdrawal limits on amounts you can withdraw:

a) from your Account at any Mutual branch; or

b) obtain credit under your Credit Account at any Mutual branch; or

c) from an ATM or through EFTPOS. We may vary the amount of these limits any time, in our absolute discretion. You will be notified of these changes in accordance with clause 19 of this PDS. The current limits on withdrawals are set out in Part 2 of this PDS.

4.5 We may require proof of your identity that is satisfactory to us before paying any withdrawal from your Account or Credit Account.

4.6 To the extent permitted by law we reserve the right to recover, at any time, from your Account or Credit Account the amount of any deposit made to your Account or Credit Account when we are made aware of any of the following:

a) that the deposit was made in error, including any error with respect to the amount of the deposit;

b) you were not the intended recipient of the proceeds of the deposit; or

c) the deposit is considered counterfeit or otherwise fraudulent.

4.7 If your Account is an Internet Saver or Internet Saver Business:

a) withdrawals can only be made by way of transfer to your Linked Account (via Internet Banking only), or

b) by closing the Account at any Maitland Mutual Branch.

4.8 When depositing cheques into your Account or Credit Account you must ensure that they are made payable to you, "cash" or signed over to you. We may not accept cheques that are not correctly signed over.

4.9 You cannot draw against any cheque deposited with us into your Account or Credit Account where it operates as a debit facility only (including a financial institution cheque or bank cheque) until it has cleared. Similarly a cheque deposited with us into your Credit Account (including a financial institution cheque or bank cheque) will not be taken into Account for the purpose of your credit limit or available amount, as the case may be, until it has cleared. Clearance days on all cheques deposited is 3 business days, if deposited before 3.30pm on a business day. Notwithstanding the preceding if for any reason we allow you to draw on any cheque before it has cleared, you will be liable for the amount of the cheque if it is subsequently dishonoured.

4.10 Notwithstanding clause 4.9 if we have credited your Account with any cheque deposited before it has cleared, to the extent permitted by law we reserve the right to (and you authorise us to), debit your Account for the amount of the cheque if it does not clear.

4.11 Where a Foreign Cheque is deposited into your Account, we may either credit the proceeds to your Account or send the Foreign Cheque for collection. Where the Foreign Cheque is credited to your Account we may take up to 40 Business Days to clear the Foreign Cheque. Where the Foreign Cheque is sent for collection the foreign currency amount of your cheque will be credited to your Account at the Australian Dollar amount. It may take up to six weeks for us to receive value for any Foreign Cheque sent for collection and for your Account to be credited with the Australian Dollar amount. If your Foreign Cheque subsequently dishonours we reserve the right to recover from your Account the Australian Dollar amount to the value of the Foreign Cheque at the time of dishonour. This amount may differ to the Australian Dollar amount initially credited to your Account.

4.12 If your cheque (or Foreign Cheque) is dishonoured we reserve the right to recover the Australian Dollar amount of the cheque and any fees incurred by us or any other financial institution when we process these items. For details on our current fees see Part 2 of this PDS.

4.13 You can arrange to deposit funds to your Account or Credit Account at any NAB (National Australia Bank) branch. Where deposits are made in this manner.

a) funds will be deposited to your Account or Credit Account on the next Business Day;

b) there will be a three (3) Business Day period before the funds have cleared, regardless of the amount of the deposit or whether it was made by cash or cheque;

c) you will be provided with a deposit book to deposit the funds. All deposit books remain the property of us and NAB. Subject to any rights that cannot be excluded by law we are not liable for any loss or damage suffered by you or any other person arising either directly or indirectly from depositing funds in accordance with this clause as a result of errors, inaccuracies, omissions or delays. We reserve the right to terminate the deposit facility at any time. Nothing in this clause effects any right of recovery we may have against you arising from the Terms and Conditions contained within this document.

4.14 You can arrange to deposit funds to your Account (using your Visa Card) through any Australia Post Office. Where cheque deposits are made through Australia Post there will be a ten (10) Business Day period before the funds have cleared.

5. Transaction Restrictions

5.1 If you have a Christmas Club Account, withdrawals or debits from your Account are only permitted between 1st November and 31st January. A fee applies if you withdraw from your Christmas Club between 1 February and 31 October (see Part 2 of this PDS for details of fees).

5.2 We will attempt to decline transactions you carry out at Visanet# facilities in Australia or overseas, at merchants promoting age restricted products, when using your Visa Debit NEO Card. #Payment scheme owned and operated by Visa International.

5.3 Any failure by us to enforce a restriction shall not prevent us from imposing that restriction in the future.

5.4 We may freeze your account to further transaction activity if we determine that the account is being used for any unlawful purposes, or any reason including but not limited to:

a) if it is being operated outside these terms and conditions;

b) if you have conducted the account in an unsatisfactory manner; or

c) where it is considered there is valid reason to do (for example where there is a dispute in relation to the account).

You may request us to freeze your account by contacting us on a normal working day and advising us why you wish to freeze your account (e.g. you suspect fraud).Where an account has been frozen at your request, you may ask us to restore it to normal operating status at any time. If the account signatory authority requires 'two to sign', we will need all account signatories consent to restore the account to normal operating status.

5.5 When we receive notification or we become aware of the death of a member, any:

a) account in their name is immediately frozen to withdrawals;
b) power of attorney or authority to operate given by them or in their favour automatically ceases;
c) periodical payments authorised by them will be cancelled; and
d) card in their name will be cancelled.

The deceased member next of kin or executor (as appropriate) may access any remaining funds on completion of appropriate paperwork.

Please see the Joint Accounts section of this PDS for details of how we deal with accounts in joint names.

6. Payment Facilities

6.1 If you opt to utilise one of our Payment Facilities the benefits include :

▸ you are able to make Payments outside business hours;

▸ although not without risk (see below), use of Payment Facilities may reduce the risks associated with loss or theft of cash.

▸ access to dispute resolution procedures which provide for allocating loss for unauthorised transactions are fully set out in parts of these Terms and Conditions following;

▸ depending on the way in which they are used, Payment Facilities may provide a more cost efficient way for you to make payments when compared to cash.

6.2 If you opt to utilise one of our Payment Facilities any associated risk will depend in part on the way you use them. Those risks include:

▸ unauthorised use of a Payment Facility by a Third Party which may occur if your means of access to the Payment Facility is lost or stolen; and

▸ technical errors affecting the system used for processing payments which may, among other matters, prevent the timely and accurate completion of payments.

To reduce these risks, you should ensure that you take appropriate steps to protect the security of the Payment Facilities offered with your Account and carefully check your statements and notify us of any errors. Some Payment Facilities have specific rules, which affect what you must do to reduce risks arising from your use of Payment Facilities or the extent of your liability arising from those risks.

7. Periodical Payments and other Payments

7.1 This clause applies if you arrange for us to make Payments from your Account to any Account held by us, or an Account held by you or a Third Party with another financial institution. This clause does not apply to EFT transactions or BPay® Payments.

7.2 You must give us information we require to enable us to make a Payment. This information may include the BSB and Account numbers, and Account name of the Accounts from and to which Payments are to be made. You must check that all information you give to us is correct (including, but not limited to, the BSB and the Account number). We do not check and are not responsible for checking that any information you give us is correct, including (but not limited to) checking the BSB and Account numbers correspond to the Account name which you advise to us. You are liable for any Payment we carry out in accordance with those instructions.

7.3 You must ensure that you have sufficient cleared funds available in your Account, from which a Payment will be made, to enable that Payment to be made. If the Payment date falls on a day other than a Business Day, those funds must be available by 9.00am on the previous Business Day.

7.4 Subject to these conditions, when you instruct us to make a Payment to an Account held with another financial institution, we will endeavour to make that Payment to the BSB and Account numbers you advise us. If you give us instructions to make a Payment on a Business Day after 9.00 am on that Business Day, we may process that Payment the following Business Day.

7.5 To the extent permitted by law and subject to any other provisions of these Terms and Conditions, we are not liable for any loss or damage you suffer as a result of using the Payment Facility or any delay, omission or failure in respect of any Payment. Without limitation, this includes, if you request us to make a Payment to an Account held with a Third Party financial institution:

(a) any delay or failure to make a Payment which results in a technical failure in the system we use to make a Payment from your Account with us to any Third Party financial institution; and

(b) any omission, delay or failure on the part of the Third Party financial institution in processing that Payment.

7.6 Business payrolls can be processed using the following methods:

(a) Batch Transactions via Internet Banking;

(b) manual payrolls processed at any Maitland Mutual branch (by prior arrangement); or

(c) manual payrolls processed at our Head Office (by prior arrangement). To process manual Payments at any Maitland Mutual Branch or Head Office you must sign a notice agreeing you will be bound by the Terms and Conditions contained within this booklet, even where you do not hold an Account with us. Manual payrolls are required to be received with Payment prior to 4.00pm on the day processing of the payroll is required. Non payment of payroll (including dishonoured cheques or insufficient funds) will result in either the reversal of the payroll or action being taken to recover the funds. For details on the transferring payrolls via Batch Transactions on Internet Banking see clauses 37, 38 and 39 of these Terms and Conditions. We may, at our absolute discretion, terminate this Payment Facility at any time or refuse to manually process a business payroll.

8. Altering or Stopping a Payment Service

8.1 We may remove the Payment Service at any time without notice including, without limitation, where:

(a) it is not or will not be possible for us to access the system we use to make Payments;

(b) there are insufficient Cleared Funds in your Account and/or a sufficient Credit Limit or Excess Amount on your Credit Account to make a Payment or that Account is closed;

(c) where the Account to which Payment is to be made is an Account you hold with us and that Account is closed (or in the case of a loan Account the balance has been repaid); and

(d) where we are advised by the recipient of the Payment that the Payment is no longer required.

8.2 If you have arranged a Payment Service such as a Periodical Payment or Direct Debit with us you can alter, stop or cancel this service at any time by giving us written notice.

8.3 A Direct Debit you have arranged with someone other than us can be cancelled or stopped by contacting either us or that person.

8.4 If you have arranged a Direct Debit with someone other than us you must contact that person to make any alterations to that Payment.

8.5 We may at our absolute discretion, cancel or stop a Payment Service at any time. If we do this we will notify you in writing.

9. Processing the Payment

9.1 If, when we attempt to process your Payment there are insufficient cleared funds in your Account (if it operates as a debit facility only) or if the Credit limit or available amount applying to your Credit Account as the case may be would be exceeded if we processed your Payment, the Payment will be dishonoured and a fee will be charged. See Part 2 of this PDS for details of our current fees.

9.2 If more than one Payment is to be made on any day we can, at our absolute discretion, decide the order in which those Payments will be processed.

10. Interest

10.1 Subject to these Terms and Conditions we pay interest on credit balances of Accounts.

10.2 Interest is calculated depending on the Account by applying the daily percentage rate to the credit balance of the Account at the end of each day as set out in Part 3 of this PDS. Interest will be calculated and credited to your Account monthly, quarterly, six monthly or on the Maturity Date of your investment if it is less than 12 months depending on the type of Account as outlined in Part 3 of this PDS. The daily percentage rate is the applicable percentage interest rate per annum divided by 365.

10.3 Under no circumstances whatsoever, will an interest rate paid on any Account be fixed for a period of more than 5 years.

10.4 Apart from where the interest rate is fixed for a Term Deposit or Sovereign Term Deposit Account we can change the interest rate from time to time at our discretion. If any law regulates such a change, we will only make the change to the extent permitted by, and subject to, the requirements of that law. Our current interest rates are set out in Part 3 of this PDS. You can find out the current interest rate at any time by visiting any Maitland Mutual branch, phoning our Head Office on 1300 688 825 or viewing the Maitland Mutual Web Site www.themutual.com.au.

10.5 You agree when you open an Account that we can notify you of interest rate changes on an Account on our website. You can obtain information about our current rates by visiting a branch or our website at www.themutual.com.au, emailing info@themutual.com.au, or by calling our Member Service Department on 1300 688 825.

10.6 In the event an Express Credit Account has a credit balance, interest will be earned on the amount in credit at the then current rate of interest for the Express Savings Account respectively. Interest will be calculated on the applicable tiered balance, on a daily basis, and paid to the Account monthly.

10.7 If you have a home loan with us, other than a Credit Account you may ask for a Loan Saver arrangement. A Loan Saver arrangement requires your Loan Saver Account or 100% Offset Account and your Loan Account to be in the same name. If your loan is in joint names, you can only link your Loan Saver or 100% Offset Account if it is in one of the borrowers' names. We may, at our absolute discretion decline such a request.

10.8 A Loan Offset arrangement facilitates an Offset benefit on your Loan Account. That is the benefit is determined daily by calculating a notional interest amount on your Loan Saver or 100% Offset Account. Each month this notional interest is set off against your Loan Account interest so that the net amount of interest is charged to the Loan Account. If the balance of your Loan Offset arrangement exceeds the balance of the Loan Account no offset benefit will be obtained for the portion of your Loan Offset arrangement that exceeds the loan balance.

10.9 Notwithstanding anything in these Terms and Conditions, if a Residential Mortgage Home Loan Account is subject to a Loan Offset arrangement accepted by us we will:

a) not pay interest on that Loan Saver or Offset Account;

b) any interest which would otherwise by payable on your Loan Saver or 100% Offset Account is offset against your Residential Mortgage Home Loan as set out in Part 3 of this PDS;

c) ends on the earlier of:

i. discharge of your relevant Residential Home Loan;

ii. closure of your Loan Saver or 100% Offset Account;

iii. the exercise of our absolute discretion to end the arrangement, subject to providing you with at least 30 days written notice.

10.10 Where your Account falls below the minimum opening balance the interest rate we pay will be reduced and may be nil.

10.11 Interest on Accounts is paid to that Account except in respect to Term Deposit and Sovereign Term Deposit Accounts, where if you request and we consent interest may be credited to another Account with us.

10.12 For Bonus Saver Accounts interest will only be paid if at least one (1) deposit and no withdrawals are processed during the calendar month. A deposit must be received by close of business on the last Processing Day of the month. If no deposits and any number of withdrawals are made no interest will be paid for that month.

10.13 For Real Estate Trust Accounts no interest is credited to your Account. However, interest earned on your Account is paid to the Office of Fair Trading monthly after the close of business at the end of the month as required by the Property, Stock and Business Agents Act, 2002.

10.14 For Solicitors Trust Accounts no interest is credited to your Account. However, interest earned on your Account is paid to the Public Purpose Fund after the close of business at the end of the month as required by the Legal Profession Act, 2004.

10.15 If you do not provide us with instructions on your Term Deposit or Sovereign Term Deposit Accounts prior to the Maturity Date we will set a new interest rate to apply to the funds accumulated in your Term Deposit or Sovereign Term Deposit Account for the same, or if not available, a similar term (as determined by us) as the term for which interest rate which applied prior to the Maturity Date was fixed. We will use the applicable rate of interest available at the time. You will be notified of such action. This is known as a rollover. You may instruct us up to 7 days following such rollover to provide us with instructions without any Reduced Term Interest Rate applying.

10.16 For Sovereign Term Deposit Accounts over 365 days (but in no instance over 36 months) we may negotiate a rate other than as set out in Part 3 of this PDS with you. Where such a rate is negotiated and the Account is opened we will provide you with a Certificate of Investment reflecting that arrangement as soon as reasonably practicable, the terms of which are then incorporated into these Terms and Conditions.

10.17 We may, at our absolute discretion, advise you in writing prior to the Maturity Date of your Term or Sovereign Term Deposit Account of the current rates and terms available. Details of these rates and terms are available at any Maitland Mutual branch, by contacting our Head Office on 1300 688 825 or by visiting the Maitland Mutual Web Site www.themutual.com.au.

10.18 If you withdraw your funds invested in a Term Deposit or Sovereign Term Deposit Account prior to the Maturity Date you will not be entitled to interest at the rate which was fixed and applied prior to the Maturity Date. You will only be entitled to interest at the Reduced Term Interest Rate from the Maturity Date or lodgement date first preceding your withdrawal of funds. The formula we use to calculate the reduced rate is set out in Part 3 of this PDS. Also see the section on Taxation - Withholding Tax in these Terms and Conditions.

11. Fees and Charges

11.1 The current fees and charges applicable to each of the Accounts and the Payment Facilities are set out in Part 2 of this PDS. You authorise us to debit these fees and charges to your Account in the circumstances set out in Part 2 of this PDS. Where you hold a Trust Account the fees payable on your Account will be debited to your associated Business Cheque Account. Subject to clause 11.6 we may change our fees and charges from time to time (including introducing new fees and charges and changing the way in which we calculate our fees and charges and debit them to your Account). If any law regulates such a change we will only make the change to the extent permitted by, and subject to, the requirements of that law. There is no maximum limit on the amount of fees we may charge.

11.2 We may also deduct from your Account all and any Government Charges applicable to your Account from time to time.

11.3 Any failure by us to charge a fee or charge shall not constitute a waiver of that fee or charge or the right to charge that fee or charge in the future.

11.4 We may, at our absolute discretion, give you an allowance of fee free transactions, depending on the type of Account or the balance in that Account. We can change the number of fee free transactions at any time. The method by which we currently allocate fee free allowances is set out in Part 2 of this PDS.

11.5 If you are a charity or community based organisation your Account (Business Cheque Account Only) may at our absolute discretion, receive a transaction fee exemption as set out in Part 2 of this PDS.

11.6 If you are a full-time student or apprentice your Account (Express Savings Account only) may at our absolute discretion receive a transaction fee exemption as set out in Part 2 of this PDS.

11.7 Notwithstanding clause 11.1, we are not entitled to introduce entry fees, exit fees, fees or charges for the management of the funds, fees for the issue of a passbook (or any replacement passbook) and fees for the entry of particulars into a passbook.

11.8 You can apply for an exemption of transaction fees on your Loan Saver or 100% Offset Account by linking that Account to your home loan with us (excluding Credit Accounts).

▸ When you link an Account to the qualifying loan you will receive a full exemption from transaction fees.

▸ To receive your account exemption your loan account must be in the same surname. If your loan account is in joint names, you can only link your account if it is held in one of the surnames.

▸ All Terms and Conditions that apply to your Linked Account also apply to your loan link arrangement.

12. Overdrawn Accounts

12.1 If your Account becomes overdrawn, your Account is in breach of these Terms and Conditions. Following any breach:

a) we may debit the overdrawn amount to your Account;

b) we may impose a fee or charge on your Account (see Part 2 of this PDS for our current fees and charges);

c) we may calculate interest on the overdrawn amount on a daily basis and charge it to your Account on a monthly basis (see Part 2 of this PDS); and

d) you must repay the overdrawn amount immediately.

12.2 Any interest rate and fees or charges for overdrawn Accounts may change from time to time at our absolute discretion. If any law regulates such a change we will only make the change to the extent permitted by, and subject to, the requirements of that law. Our this PDS. You can find out the current interest rate at any time by visiting any Maitland Mutual branch, phoning our Head Office on 1300 688 825 or viewing the Maitland Mutual Website www.themutual.com.au.

12.3 We do not agree to provide you with credit merely because we debit an amount to your Account that causes it to be overdrawn.

13. Statement of Account

13.1 We will send you a periodic statement of Account recording transactions on your Account unless:

a) has a zero balance and there were no transactions during the statement period;

b) your Account is a Passbook Account;

c) the law says that we do not have to;

d) your Account is a Term Deposit or Sovereign Term Deposit Account.

13.2 The reporting period for each statement will be:

a) six (6) monthly or

b) where you have an Express Credit Account, monthly; or

c) more frequently if requested.

13.3 We may impose a fee for providing the statement. Our current fees and charges are set out in Part 2 of this PDS. You should check your statement of Account and inform us of any errors or possible unauthorised transactions on your statement.

13.4 If your Account is a Passbook Account, you may obtain confirmation of transactions involving your Account by presenting your passbook for updating at any Maitland Mutual branch or by means of our Internet Banking and Phone Banking services or requesting information about your Account at any Maitland Mutual branch. You agree that confirmation of transactions involving your Account may be provided by means of:

a) your passbook;

b) Internet Banking if you have access to that service;

c) Phone Banking (last 10 transactions), if you have access to that service; or

d) Mobile Banking (last 100 transactions), if you have access to that service.

e) over the counter at any Maitland Mutual branch.

14. Joint Accounts

These clauses apply if an Account is held in two or more names jointly.

14.1 The Terms and Conditions bind each of you separately as well as together.

14.2 If you have made a choice, in writing, as your method of operation, any one of the joint Account holders to operate the Account, you do not require the authority of any other Account holder to make a transaction or carry out most actions. However, if you have chosen as your method of operation more than one person to operate your Account we require the number chosen by you to jointly make transactions or carry out an action. In our absolute discretion, we may require all joint holders to give us instruction to carry out an action (for example adding or removing an Account holder).

14.3 We are not required to make any inquiries in relation to any instructions you give us with respect to the operation of your Account. You are jointly and severally liable for any loss or damage you or a Third Party suffers as a result of us acting upon those instructions.

14.4 Subject to clause 14.2 instructions given to us by an Account holder may be varied by that Account holder only.

14.5 In the event of the death of an Account holder(s), the Account will be treated as the Account of the surviving Account holder(s) only.

14.6 Subject to any restriction in place under clause 14.8 you agree that each of you may have access to information about the Account without the consent of the other Account holder(s).

14.7 If an Account is overdrawn, each person who is a joint holder of the Account is liable both on their own and together for immediate payment of all or any of the amount overdrawn.

14.8 Each of you may use the Account or give us instructions, subject to our discretion in clause 14.2, on any matter relating to the Account without the consent of the others. However if the Account is not one that can be accessed by a Card, you may ask us, by notice in writing signed by all of you, to restrict the Account so that it can only be operated by all of you, or some of you jointly.

14.9 Periodic statements and notices will be addressed to you jointly at your nominated address. You agree that each of you may have access to the Account is not one that can be accessed by a Card, and you have asked us, by notice in writing signed by all of you, to restrict the Account so that it can only be operated by all or some of you jointly, then you agree that access to information about the Account will only be allowed in the same manner.

14.10 If there is a dispute between any of the joint Account holders in relation to the Account:

a) any one of you can give us notice in writing of the dispute;

b) when we receive that written notice we may restrict access to the Account in any way including:

   i. electronically; or

   ii. in any other way.

c) any restriction imposed by us may only be removed by us after receiving:

   i. a Court Order advising us to do so; or

   ii. a notice in writing signed by all of you authorising one, some, or all of you to access the Account; and

d) subject to these Terms and Conditions and any rights we may have at law or otherwise, if we do not receive written notice of the dispute from you or any of you, we will not restrict access to the Account.

15. Combining Accounts

15.1 We reserve the right to combine all your Accounts (including, without limitation, closed Accounts and written off Accounts) in your name with us at any time without prior notice to you.

15.2 However we will inform you subsequently if we do this. In the event of any inconsistency between this clause and a contract regulated by the National Credit Code, the contract regulated by the National Credit Code will prevail to the extent of the inconsistency. If we exercise our right to combine your Accounts, we will do so reasonably and in compliance with any requirements of the Code of Operation for Centrelink Direct Credit Payments.

16. Closure of Account by You or Us

You may close your Account only if it is in credit.

16.1 You can close the Account by:

a) completing the requisite withdrawal form, where you have a passbook only or statement only Account; or

b) returning to us all unused cheques and all Cards issued to you or an Additional Cardholder.

c) by returning to us all unused cheques.

16.2 We may close your Account at any time by giving you notice that is reasonable in all the relevant circumstances (in some circumstances no prior notice may be given). Where we close your Account we will reimburse you for any amount your Account is in credit less any Government charges or fees or transfer credit funds to another party as required by law.

16.3 If you or an Additional Cardholder breaches any of these Terms and Conditions, we may close the Account.

16.4 If your Account is closed pursuant to clause 16.1, 16.2 or 16.3:

a) we may cancel any Card linked to that Account, cancel any cheque facility linked to that Account and disable your access to other Payment Facilities;

b) you must return to us all Cards and all unused cheques linked to that Account;

c) you will be liable for any transactions that were not processed, or that occur, on the Account (including but not limited to cash advances and cheques presented) at the time the Account is closed;

d) if you do not hand in the Cards and/or unused cheques attached to the Account when you close the Account, you also agree that you will be liable for any transactions that occur on the Account by use of these outstanding payment instruments after the closure date;

e) you must pay us on demand all unpaid Government charges, fees and charges, (our current fees and charges are set out in Part 2 of this PDS), and other costs arising from the operation or maintenance of the Account prior to closure of the Account.

17. Change of Name or Address

17.1 You must notify us without delay of any change to your Account details such as your name, contact details or address.

18. Authorised Signatories

18.1 You may ask us by notice, in writing, to authorise one or more other people to operate your Account. With the exception of:

a) changing the type of Account;

b) closing an Account;

c) changing the address on the Account;

d) changing the name of the Account (Clause 17); and

e) changing the authority on an Account.

When an Authorised Signatory instructs us to carry out an action, or makes a transaction, we will act on the instructions of that person. You are responsible for all such actions and transactions.

If we do agree to your request for other people to operate your account, we may impose conditions.

18.2 A person that is authorised to operate your Account is called an Authorised Signatory. You can arrange to have this authority revoked at any time. If you want to revoke the authority of an Authorised Signatory, you must notify us in writing (i.e. completing our prescribed form) and return to us any Card or chequebook that we have issued to that person.

18.3 These Terms and Conditions apply to the Authorised Signatory in the same way that they apply to you. You should ensure that any additional signatory has read these Terms and Conditions and complies with them. If the Authorised Signatory does not comply with the Terms and Conditions, you will be liable.

18.4 When an Authorised Signatory instructs us to carry out an action, or makes a transaction, we will act on the instructions of that person. You are responsible for all such actions and transactions.

18.5 We are not required to make any inquiries in relation to any instructions received by an Authorised Signatory in relation to the operation of your Account. You are wholly liable for any loss or damage you or a Third Party suffers as a result of us acting upon those instructions.

19. Changes to these Terms and Conditions

19.1 We may change these Terms and Conditions at our absolute discretion at any time. If any law regulates that change, we will only make the change to the extent permitted by, and subject to the requirements of that law.

19.2 You agree that we can give notice of changes to these Terms and Conditions, any material change, or any significant event that affects any of the matters specified in this PDS in writing, electronically, by an advertisement in a major daily newspaper circulated in the region where your Account is maintained or in any other way permitted by law.

19.3 The following table sets out how and when we will notify you of changes.

Type of change	Minimum number of days notice	Manner of giving notice
Impose or increase a fee or charge.	30	In writing or any other way permitted by law.
Increase your liability for losses relating to EFT transactions.	20	In writing or any other way permitted by law.
Impose, remove or adjust the transaction limits applying to the use of an access method.	20	In writing or any other way permitted by law.

Type of change	Minimum number of days notice	Manner of giving notice
Change to the EFT Conditions or BPay® Conditions (that is not caught by the above).	Changes to EFT Conditions - See Part F of these Terms and Conditions. Changes to BPay® Conditions - See Part G of these Terms and Conditions.	Changes to EFT Conditions - See Part F of these Terms and Conditions. Changes to BPay® Conditions - See Part G of these Terms and Conditions.
Any other changes including a change to any other Term or Condition (that is not caught by the above) that may have an adverse effect on your interests.	Before the change takes effect, or as soon as practicable after, but not more than 3 months after.	In writing, electronically, by press advertisement or in any other way permitted by law.
Any other changes including a change to any other Term or Condition (that is not caught by the above) that will not have an adverse effect on your interests.	Before the changes takes effect, or as soon as practicable after, but not more than 12 months after.	In writing, electronically, by press advertisement in the mode identified elsewhere in clause 19.2, or in any other way permitted by law.

19.4 If you hold an Account jointly, we may notify you jointly, or we may notify any one of the joint Account holders. If we do this, all Account holders will be deemed to have received this information.

19.5 Information in this PDS that is not materially adverse information is subject to change from time to time and may be updated by Member Newsletter or on the Society's Web Site. You can find out updated information at any time by contacting us at our Head Office. A paper copy of any updated information will be given to you on request without charge.

20. Dispute Resolution Procedures

We have appointed a Member Relationship Manager to coordinate the Dispute Resolution process.

A dispute arises where you find our response to a complaint raised by you unsatisfactory. When we receive a request for the resolution of a dispute we will, subject to Part F of these Terms and Conditions in respect of EFT transactions, and subject to Part G of these Terms and Conditions in respect of BPay® transactions:

a) acknowledge receipt of that request promptly;

b) investigate the dispute;

c) decide upon the appropriate action; and

d) respond in writing to you within 21 days and where practical earlier advising the outcome of the dispute.

If we are unable to resolve the dispute within 45 days, we will notify you of this fact in writing, inform you of the reasons for the delay and specify a date by which a decision can reasonably be expected.

If the dispute has not been resolved in a manner acceptable to you, we will provide you with a written statement of reasons for the decision, and inform you of any recourse available to you, including any avenue of appeal against our decision to an independent external dispute resolution scheme. We are a member of the following external dispute resolution scheme:

Credit Ombudsman Service Limited - COSL Contact Details
Address: Credit Ombusman Service Limited
PO Box A252
Sydney South NSW 1235

Phone: 1800 138 422 (local call anywhere in Australia)
Internet: www.cosl.com.au

This service is provided free of charge.

If you believe we have breached the COBCoP, you can complain to us. If we are not able to resolve the complaint to your satisfaction and the complaint involves a claim that you have suffered loss or detriment, you may refer the matter to the External Dispute Resolution scheme to which we belong. If the complaint does not involve loss or detriment, further details can be obtained by obtaining a copy of the COBCoP which is available at www.themutual.com.au

21. Taxation - Withholding Tax

21.1 If you have not quoted a tax file number (TFN), or for a Business Account, an Australian Business Number (ABN), or a TFN exemption in respect of your Account or you are a non-resident, we may be required by law to deduct withholding tax from interest earned from your Account, calculated at the maximum marginal tax rate plus the Medicare Levy.

21.2 Notwithstanding anything in these Terms and Conditions we will not pay interest to an Account that is subject to a Loan Offset Account arrangement. Any interest, which would otherwise be paid on your Account which is subject to a Loan Offset Account arrangement, will be offset against your relevant home loan (see clause 10.9) and is not subject to income tax. The tax effects of offsetting interest, are subject to tax laws administered by the Australian Taxation Office, and may change from time to time.

21.3 The personal circumstances of each member may differ and we encourage you to seek independent taxation advice.

22. Privacy

22.1 We collect personal information about you that is reasonably necessary to access any product covered by this PDS. If your personal information is not provided we cannot open any Account or provide you with any access to the products in this PDS. In the process of delivering our services and complying with the law we may disclose your personal information to organisations to whom we outsource functions such as a mailing house ("service providers"), or in any other way or to any other person in accordance with the Privacy Act.

22.2 The Mutual's Privacy Policy (www.themutual.com.au) provides additional information about how we handle your personal information. It sets out how you can ask for access to personal information we hold about you and seek correction of that information. It also explains how you can complain about a breach of the Privacy Act or the Credit Reporting Code of Conduct, and how we will deal with your complaint.

22.3 We are required to collect information about your identity under the Financial Transaction Reports Act. Under this Act, we are also required to provide details of certain cash transactions, international transactions and suspect transactions as required under the Act to AUSTRAC.

22.4 We may disclose your personal information overseas, including your credit information and credit eligibility information. However, if we do disclose this information outside Australia, we will do so on the basis that the information will be used only for the purposes set out in our Privacy Policy (www.themutual.com.au).

22.5 We take all reasonable steps to ensure that all your personal information held by us (on our website or otherwise), is protected from misuse, interference and loss, and from unauthorised access, disclosure or modification.

22.6 We may also use your personal information to tell you about other products and services offered or distributed by us. To do that, we may disclose your personal information to the organisations whose products we distribute and to our service providers. If you do not want us to use or disclose your personal information for this purpose, please contact our Head Office on 1300 688 825.

23. Miscellaneous

23.1 If we do not exercise a right or remedy fully, or at a given time, we reserve the right to exercise it later.

23.2 You agree that we can give any guarantor of your obligations under these Terms and Conditions, copies of any formal demand sent to you or the latest relevant statements of Account provided to you.

23.3 Notices and other communications for us may be:

a) given personally to one of our employees at any branch, or sent by post or facsimile to our registered office; or

b) given by any other means permitted by law.

23.4 Subject to the requirements of any law, communications for you may be:

a) given to you personally or left at:

i. any address specified by you; or

ii. (if you are an individual) your residential or business address last known to us;

or

iii. (if you are a body corporate) your registered office;

b) sent by prepaid post to any of these places; or

c) sent by facsimile to your residential or business facsimile number last known to us;

or

d) given electronically; or

e) given by any other means permitted by law.

23.5 You must give us any information or documents we require to identify you or any person authorised to operate your Account. Subject to the requirements of any law, you authorise us to check the authenticity of any such information or documents that you give to us.

23.6 You warrant that all information (including any documents) that you have given us in connection within opening the Account is true, up to date, correct and not misleading.

23.7 Nothing in this agreement has the effect of excluding, restricting or modifying rights in the Trade Practices Act, which cannot be excluded, restricted or modified by agreement. If your Account is of a kind not ordinarily acquired for personal, domestic or household use or consumption, our liability is restricted to re-supplying the services or the cost of re-supplying the services to you.

23.8 We warrant that we will comply with the requirements of the ePayments Code.

23.9 If any part of these Terms and Conditions is illegal, invalid or unenforceable at law, the rest of these Terms and Conditions are to be read so as to exclude any such part and will remain enforceable to their fullest extent.

23.10 If:

a) the National Credit Code would make a provision of these Terms and Conditions illegal, void or unenforceable; or

b) as a consequence of a provision of these Terms and Conditions, a provision of any other agreement would otherwise contravene a requirement of that Code or impose an obligation or liability prohibited by that Code;
These Terms and Conditions are to be read as if that provision were varied or omitted to the extent necessary for them or any other agreement to comply with that Code.

23.11 You authorise us to debit to your Account, any amount that these Terms and Conditions identify:

a) you are liable for;

b) we are entitled to debit your Account; or

c) you have to pay us.

// Part C: Terms and Conditions for Cheque Facility

This part applies if you have a Member Cheque Facility or use a Financial Institution Cheque.

24. Issuing and Writing Member Cheques

24.1 You must be 18 years of age or over to apply for a Member Cheque Facility.

24.2 You may only write Member Cheques on the forms we supply or forms we approve. These cheques are crossed not negotiable.

24.3 All member cheques that you write must be completed clearly and signed by you or an Authorised Signatory. You should only sign a cheque after it has been filled out.

24.4 You must prevent fraud occurring in relation to your Member Cheque Facility.

24.5 If you write a cheque and the amount stated on the cheque in words is different to the amount stated on the cheque in figures, we will pay the lesser of those two amounts.

24.6 If all Member Cheques written by you have not been presented, you must not write a Member Cheque or withdraw an amount of money or obtain an amount of credit that:

a) exceeds the Cleared Funds less the amount of any unpresented Member Cheque/s;
b) would result in the amount owing on your Express Credit Account plus Member Cheques deposited to your Express Credit Account that have not been cleared, any applicable charges and any unpresented Member Cheques exceeding the Credit Limit under your Express Credit contract; or
c) together with cheques deposited to your Express Credit Account that have not been cleared, any applicable charges and any unpresented Member Cheques, would result in there being no Excess Amount.

24.7 When filling out a cheque you should always write the amount of the cheque in words as well as figures, as words are more difficult to alter. You should:

a) try not to leave any gaps between words or figures;
b) begin the amount in words with a capital letter as close as possible to the words "The sum of" and draw a line from the end of the amount in words to the printed $;
c) begin the amount in figures as close as possible to the printed $; and
d) add the word "only" after the amount in words.

24.8 You must not write on a cheque with pencil or erasable ink.

24.9 A Member Cheque Facility is not available on Express Savings - Passbook, Christmas Club, Mighty Mutual, Cash Management, Internet Saver, Bonus Saver, Sovereign Term Deposit or Term Deposit Accounts.

24.10 a) What is the effect of crossing a cheque?

i. Crossing a cheque means drawing two transverse parallel lines from top to bottom on the face of the cheque. When you cross a cheque, you are telling the ADI that the cheque must be paid into an Account with a financial institution and not cashed.

b) What is the meaning of "Not Negotiable"?

i. The words "not negotiable" between two parallel lines across the face of a cheque mean that, where the cheque is transferred, the person who obtains the cheque has no greater rights than the person who transferred it to him or her.

ii. For example, if your cheque has been stolen and passed by a thief to an innocent person, you will be able to recover the amount paid on your cheque from the innocent person (or the thief if they are found) - this is because the thief has no rights to the cheque and therefore has passed no rights to the innocent person.

c) What is the meaning of "Account payee only"?

i. These words on a cheque are a warning to an ADI with which the cheque is deposited that the cheque should be paid only to the person named in the cheque as payee.

d) What is the significance of deleting "or bearer"?

i. The words "or bearer" mean that (except in the case where the cheque is crossed and must therefore be collected by an ADI) the ADI on which the cheque is drawn has authority to pay it to any person in possession of it even if that person found it or sold it unless the ADI has reason to suspect that the cheque might have fallen into the wrong hands. If you delete these words, the cheque becomes an "order" cheque.

ii. If a cheque is an "order" cheque then (except in cases where the cheque is crossed and must therefore be collected by an ADI, the ADI on which the cheque is drawn should only pay it to the named payee or to any other person to whom the named payee by endorsing the cheque on the reverse side, has ordered it to be paid.

25. Stopping Cheques

25.1 Subject to this clause you may request payment to be stopped on a Member Cheque or a Financial Institution Cheque which has not yet been presented for payment as long as you pay any charges we impose for this service. Our current fees and charges are set out in Part 2 of this PDS.

25.2 To stop a Member Cheque you must contact a Maitland Mutual branch or our Head Office on 1300 688 825 and complete a "Stop Payment Notice" form. If you have access to Internet Banking, a member cheque may be stopped using this Access Method. You will need to identify the cheque clearly by telling us the name of the Account, the amount of the cheque, the number and date of the cheque and the name of the payee.

25.3 You can only stop a Financial Institution Cheque if it has been lost or stolen. You cannot stop a Financial Institution Cheque in any other way including when you have a dispute with the payee. To stop a Financial Institution Cheque you must:

a) contact any Maitland Mutual branch to request the stop payment;
b) complete a "Request to Stop Payment" form;
c) at the discretion of the Society, for amounts of $1,000.00 or more, provide us with a letter from the payee stating they have not received the cheque. If the payee is a business, company or other entity other than a natural person, the letter must be on the entity's letterhead. The letter must be provided before a replacement cheque is drawn made payable to the original payee;
d) for amounts less than $1,000.00 a letter is not required from the payee.

25.4 Where a Financial Institution Cheque is stopped in accordance with this clause we may, at our absolute discretion, re-credit funds previously debited to your Account.

26. Dishonouring Cheques

26.1 We may, at our discretion, dishonour a cheque if:

(a) you have insufficient funds or available credit in your Account to cover the cheque;
(b) the cheque has not been completed correctly or is incomplete (including but not limited to a cheque that is unsigned, undated, post dated, stale, has no payee stated or has been materially altered and you have not authorised the alteration);
(c) you have instructed us to stop payment on the cheque;
(d) any member cheque attached to a credit Account presented for payment which would result in the credit limit being exceeded;
(e) we have received notice of your mental incapacity, bankruptcy, insolvency, external administration or death.

26.2 If your member Account or credit Account is closed or your cheque facility is cancelled we may dishonour any cheque presented after closure or cancellation, unless you make other arrangements with us.

26.3 Our right to take action to recover money you owe us will not be prejudiced by any decision we make to meet payment on any member cheque. We do not agree to provide you with credit merely because we meet payment on a member cheque that causes your Account to be overdrawn.

26.4 We will charge a fee when any member cheque is dishonoured. Our current fees and charges are set out in Part 2 of this PDS.

27. Lost or Stolen Member Cheques and Members Cheque Books

27.1 You must keep your member cheque book and all unused cheques in a safe place at all times. This will help reduce the risk of theft.

27.2 You must keep your member cheque book separate from any plastic cards or other material that bears your signature. Under no circumstances should you leave signed blank cheques in your member cheque book.

27.3 If any member cheque or your member cheque book is lost, misused or stolen, you must notify us as soon as possible by contacting our Head Office on 1300 688 825.

27.4 If you delay unreasonably in advising us that a cheque or cheque book is lost or stolen or misused, other people may be able to withdraw money from your Account or Credit Account without your permission.

28. Cancelling your Member Cheque Facility

28.1 We may, at our absolute discretion, cancel your Member Cheque facility at any time by giving you notice that is reasonable in all circumstances.

28.2 If we cancel your Member Cheque facility you must return all unused cheques to us immediately after you receive notice of the cancellation.

28.3 If you do not hand in unused Member Cheques attached to the Account when you close the Account, you also agree that you will be liable for any transactions that occur on the Account by use of the unused member cheques after the closure date.

28.4 You can cancel the Member Cheque facility at any time by giving us notice in writing and returning to us all unused Member Cheques.

28.5 If your Account is closed for any reason you must return all unused Member Cheques attached to that Account to us immediately.

29. Liability

29.1 To the extent permitted by law, we will not be responsible for or liable for:

(a) any arrangement or transaction which is conducted or processed by us on your behalf;

(b) the dishonour or failure to dishonour any cheque drawn by you;

(c) any delay or failure in processing a transaction on your behalf; and

(d) any other action taken or not taken in relation to your member cheque facility;

(e) any discretion we exercise in determining the order in which payments are processed.

// Part D: Terms and Conditions for Passbooks

This applies if you have a passbook facility.

Passbooks are issued for the Mighty Mutual, Cash Management, Christmas Club and Deeming Accounts.

30. Your Passbook

30.1 Each passbook we issue always belongs to us. We may retain or require you to return your passbook at any time. If we ask you to return your passbook, you must do so immediately. If we issue a replacement passbook you must not use the passbook it replaces and you remain liable for any use of the replacement passbook.

30.2 Under no circumstance should you keep a visible record of your signature with your passbook. This includes signed withdrawal forms or cards.

30.3 Your passbook is a record of your Account and must be kept in a safe place. If you do not comply with this condition and someone uses your passbook to withdraw money from your Account we are not liable.

30.4 You agree that:

a) you can present your passbook for up-dating at any of our branches;

b) it is your responsibility to have your passbook updated at regular intervals; and

c) the ability to have your passbook up-dated at one of our branches is the facility through which confirmations of transactions on your Account are provided to you.

30.5 We will not charge you a fee for the issue of a passbook or the entry of particulars into your passbook.

31. Lost or Stolen Passbook

31.1 You must notify us immediately by phoning our Head Office on 1300 688 825 or by contacting us at one of our branches, by telephone or in person if your passbook is lost, stolen or destroyed. If you do not, other people might be able to withdraw money from your Account without your permission. If you do not comply with this condition and someone uses your passbook to withdraw money from your Account we may not be held liable. If you lose your passbook, we may charge you a fee for a replacement passbook. (see Part 2 of this PDS for details)

31.2 If an unauthorised EFT transaction is made on your passbook Account, without your knowledge or consent, liability for that transaction will be determined in accordance with Part F: Terms and Conditions for EFT Transactions: Liability for Unauthorised Transactions. Otherwise we are not liable for any amount withdrawn from your Account until you tell us that your passbook has been stolen, mislaid or lost.

// Part E: Terms and Conditions for Cards and Electronic Banking

We warrant that we will comply with the requirements of the ePayments Code.

Section 1: Cards

This section applies if we issue a Card for your Account.

32. Your Express Card

32.1 You must sign your card as soon as you receive it and ensure that any Additional Cardholder also immediately signs their Express Card. An Express Card may not be accepted unless it has been signed.

32.2 Each Express Card we issue always belongs to us. We may retain or require you to return your card at any time. If we ask you to return a card, you must do so immediately. If we issue a replacement Express Card to you, you must not use the Express Card it replaces ("the replaced card") and you remain liable for any use of the replaced Express Card.

32.3 You must not use your card after the expiry date printed on it.

32.4 You authorise us to give information to other persons for the purpose of authorising your transactions.

32.5 You can use your Express Card, subject to withdrawal limits to:

(a) withdraw cash at any branch of the Maitland Mutual;

(b) withdraw cash from, or obtain an Account balance at any ATM within Australia and

(c) use EFTPOS to:

(i) if the merchant agrees, withdraw cash from an Account linked to your Express Card; and

(ii) purchase goods and/or services.

32.6 We can impose limits on the amount you can withdraw in cash from your Account from an ATM or EFTPOS facility. We may change the amount of this limit from time to time. If any law regulates such a change, we will only make the change to the extent permitted by, and subject to the requirements of that law. You will be notified of these changes in accordance with Part F clause 56 of these Terms and Conditions. The current limits are set out in Part 2 of this PDS.

32.7 We can refuse to authorise a proposed transaction if:

(a) the transaction exceeds the cleared funds;

(b) your Express Card has been reported lost or stolen;

(c) we have any other good reason to do so; or

(d) you have an Express Credit Account that has a Credit Limit and the transaction would result in the amount owing on your Express Credit Account plus cheques deposited to your Express Credit Account that have not been cleared and any applicable charges exceeding that Credit Limit.

32.8 If you are an Account holder or Authorised Signatory we will allow you to collect an Express Card on behalf of another Account holder or Authorised Signatory. You will be required to provide primary identification and ensure that the Express Card is signed by the Express Card holder as soon as possible after collection.

32.9 We can debit your Account with the amount of any purchases or cash advances and any other transactions made using your Card or any additional card.

32.10 If you link your Card to an Account with an Express Credit facility, you can access that Express Credit facility.

32.11 We do not guarantee that any merchant will accept your card or allow you to make a purchase through EFTPOS. We are not responsible for the following, unless the law says we are:

(a) any goods or services which you have obtained from a merchant using your card;

(b) any refund by a merchant.

32.12 Express Cards are not available with respect to Mighty Mutual, Christmas Club, Cash Management, Internet Saver, Bonus Saver, Term Deposit or Sovereign Term Deposit Accounts.

33. Additional Express Card

33.1 You may apply to have another person authorised to access and operate your Account with an Express Card. If we do agree to your request, we can impose conditions. A person that is authorised to access and operate your Account with an Express Card is called an Additional Cardholder. If we accept your application:

(a) we will issue to that person an Express Card linked to your Account ("additional Express Card");

(b) your Account will be debited with all transactions made using the additional Express Card and you will be responsible and liable for these transactions as if you had made them yourself;

(c) these Terms and Conditions apply to the additional Express Card in the same way that they apply to your card. You should ensure that any additional cardholder has read these Terms and Conditions and complies with them. If the additional cardholder does not comply with the Terms and Conditions, you will be held liable.

33.2 You can arrange to have this authority revoked at any time. If you want to revoke the authority of an Additional Cardholder to operate your Account, you must notify us in writing and return any cards (cut in half) we have issued to that person. A cancellation will not be effective until you have done both of these things.

33.3 You consent to us giving a person with an additional Express Card information about your Account when:

a) your Express card and Access Methods have been reported lost or stolen or compromised; or

b) we have any other reason to do so.

34. Cancellation of your Express Card

34.1 You may cancel an Express Card at any time. You can do this by contacting any Maitland Mutual Branch or by phoning our Head Office on 1300 688 825.

34.2 We may cancel your Express Card at our absolute discretion at any time. If we cancel your Express Card we will give you notice that we consider reasonably necessary (including notice after the fact in preference to prior notice).

34.3 If an Express Card is cancelled:

a) you must return the Express Card (cut in half), including the CHIP component (where applicable) to us immediately;

b) you must still comply with these Terms and Conditions.

35. Visa Card

The following Terms and Conditions apply if you have a Visa Card.

35.1 Unless the context of clauses in this clause 35 specify otherwise all of the Terms and Conditions applying for Express Card apply to your Visa Card.

35.2 Unless a Visa Card is linked to a Credit Account, the Visa Card option is not a credit facility. It is a debit card only and allows you greater access to your savings. The issue of a Visa Card does not in any way involve the provision of any credit by us to you.

35.3 To operate a Visa Card you must be at least 18 years of age. Parental/ guardian written approval is required for cardholders under 16 to obtain a Visa Debit NEO card.

35.4 If you use your Visa Card overseas, foreign currency amounts charged or refunded to your Account or Credit Accounts are converted at Visa International's choice:

a) directly into Australian currency at the exchange rate Visa International decides; or

b) into United States currency and then into Australian currency at the exchange rates Visa International decides.

35.5 The Australian currency amount and any applicable currency conversion charges are then debited or credited to your Account or Credit Account.

35.6 You cannot make deposits in person outside Australia. Deposits in Australia can be made in person at any Financial Institution branch displaying the Visa logo.

35.7 You can arrange for an emergency replacement card, if required, at the time of reporting your Visa Card lost or stolen by contacting Visa International directly. We may impose a fee for providing a replacement card (see Part 2 of this PDS for details of our current fees and charges).

35.8 We can impose daily withdrawal limits on transactions you carry out at ATM and EFTPOS facilities in Australia or overseas using your Visa Card. We can change the amount of these limits at any time, subject to our notification obligations in clause 19, at our absolute discretion. The current daily limits are set out in Part 2 of this PDS.

35.9 Visa Cards are not available with respect to Mighty Mutual, Christmas Club, Cash Management, Internet Saver, Bonus Saver, Term Deposit or Sovereign Term Deposit Accounts.

35.10 Verified by Visa. For making purchases with your Visa Card over the internet, The Mutual provides a secure verification system known as Verified by Visa. Information and Terms and Conditions of Use for Verified by Visa are available online at: www.themutual.com.au.

35.11 Some transactions need authorisation from us. We may choose not to authorise a proposed transaction, including for example, where we reasonably consider that there is a risk of loss or fraud through the use of particular Merchants.

35.12 If you have a dispute with a Merchant about a transaction and if the Visa Card scheme rules apply, you may be entitled to a reversal of that transaction. If you believe that you are entitled to a Chargeback*, you must notify us immediately as the operating rules of the card scheme impose time limits for Chargebacks. For most transactions, Chargeback rights are limited to a maximum timeframe of 120 days from the transaction date. Once time limits have expired, any Chargeback rights may be lost. Where the ePayments Code applies to the transaction, its time limits may apply and not those of the card scheme. If you notify us in time, and we are satisfied that you are entitled to a Chargeback, we will credit your Account for the amount initially debited for the transaction. However, you should note that the Merchant also has rights to have the transaction further investigated and re-debited if appropriate. If you wish to dispute a Merchant transaction on your Mutual Visa Card you should phone us on 1300 688 825 or visit one of our branches.

* Chargeback means a request by you for a reversal of a transaction where a dispute exists between you and a Merchant over that transaction in accordance with the Visa Card scheme rules.

35.13 The same conditions apply to your Visa Card payWave transactions as your other Visa Card transactions.

Section 2: Internet Banking And Phone Banking

36. General Conditions for Internet Banking and Phone Banking

36.1 This clause applies in relation to both Internet Banking and Phone Banking unless otherwise specified.

36.2 The Terms and Conditions for Internet Banking and Phone Banking operate subject to the Terms and Conditions applicable to the Account(s) or Credit Account(s) in relation to which they operate.

36.3 Approval of an application to access Internet Banking or Phone Banking is at our discretion. If we approve your application, you will have access via Internet Banking and/or Phone Banking to the funds in your Account(s) and information about your Account(s). We may from time to time and without notice to you change the software, system or equipment required to access Internet Banking or Phone Banking. It is your responsibility to obtain and maintain any Electronic Equipment which you require to use our Internet Banking or Phone Banking.

36.4 If any Authorised Signatory has access to your nominated Account(s) or Credit Account(s) through Internet Banking or Phone Banking you may request to cancel the authority at any time by attending any Maitland Mutual branch, writing to us or phoning our Member Service Department on 1300 688 825.

36.5 We may, in our absolute discretion and without notice to you:

a) decline to give effect to any instructions received from you in relation to Internet Banking or Phone Banking; or

b) temporarily suspend access to your Internet Banking or Phone Banking arrangements.

36.6 We may cancel your access to Internet Banking and Phone Banking at any time without notice. However, we will notify you as soon as possible after that cancellation.

36.7 We are under no obligation to process any transactions on the day on which that transaction is made. However we will endeavour to process each transaction:

a) made before 3.30pm on any Business Day on that day;

b) made after 3.30pm on the next Business Day;

c) made on any day other than a Business Day on the next Business Day.

36.8 We will provide you with a transaction receipt number every time you make a transaction using Internet Banking or Phone Banking. You should record the transaction receipt number and it should be quoted if you have any queries in relation to that transaction.

36.9 You agree that any request for a balance or information using Internet Banking, Phone Banking or by any other means, you make in relation to any Account or Credit Account which is regulated by the National Credit Code ("the Code") is not a request for a statement in relation to any balance, credits, debits, overdue amounts or amounts payable in respect of that regulated Account.

37. Internet Banking

Clause 37 to 42 of this section 2 of Part E applies in relation to access to Internet Banking. The range of services we make available through Internet Banking will be determined by us at our absolute discretion from time to time. We may extend or reduce this range of services at any time without notice to you.

37.1 When you register for our Internet Banking we will give you a Login Name and an Access Code.

37.2 You authorise us to act upon all instructions in relation to Internet Banking by using your Login Name and Access Code.

37.3 Your Login Name and Access Codes are the Access Methods for Internet Banking. You can use Internet Banking to initiate EFT Transactions on your Account or Credit Account with us including and without limitation to:

a) transfer funds between Maitland Mutual Accounts held in your name;

b) transfer funds between Maitland Mutual Accounts and Accounts at other financial institutions;

c) transfer funds to Third Party Accounts;

d) utilise the "batch payment" options for bulk payrolls to Maitland Mutual and Third Party Accounts;

e) make BPAY® Payments;

f) view transaction details.

37.4 You must check your Account records carefully and promptly. If you believe that there has been a mistake in any transaction using Internet Banking, or an unauthorised transaction, you must notify us immediately.

37.5 Transactions may only be processed via Internet Banking with respect to Internet Saver Accounts to the Linked Account.

37.6 You can only deposit (and not withdraw or transfer) via Internet Banking with respect to your Christmas Club Account with the exception of withdrawals conducted between 1 November and 31 January each year.

38. Availability of Internet Banking

38.1 We will make reasonable efforts to ensure the availability of our Internet Banking during the hours we have specified in clause 36.7 and subject to your obligations in clause 36.3.

39. Transaction Processing and Limits for Internet Banking

39.1 We will issue a transaction receipt number for a transaction conducted using Internet Banking at the time of the transaction. However, a transaction may not be processed by another financial institution until their next batch processing day.

39.2 We may apply a limit per Account on specified transactions using Internet Banking on any one day (as set out in Part 2 of this PDS).

39.3 If you are seeking Internet Banking access to an Account which requires two or more to sign, access to debit the Account electronically will only be given if each of you are individually registered. To complete any transaction each of you are required to enter your Access Code.

39.4 If your Account requires two or more to sign, the transaction may be authorised from Electronic Equipment at separate locations. This requires the authorised signatory to log on and enter their individual Access Method.

39.5 Not all mobile devices are capable of accessing and supporting Mobile Banking. It is your responsibility to ensure any mobile device you use to access Mobile Banking is compatible and capable of supporting Mobile Banking. We will not be responsible for any damage or loss to a mobile device as a result of your access or use or attempted access or use of Mobile Banking.

40. Confirmation of Internet Banking Transactions

40.1 Information about transactions and balances on any Account or Credit Account which is available through our Internet Banking may not reflect the current position on that Account or Credit Account.

41. Liability for Internet Banking

41.1 Subject to any rights that cannot be excluded by law (including rights under the Australian Securities and Investment Commission Act (2001) and the Trade Practices Act (1974) (Cth)) and to Part F of these Terms and Conditions in the case of EFT Transactions and to Part G of these Terms and Conditions in the case of BPAY® Payments, we are not liable for any loss or damage suffered by you or any other person arising directly or indirectly from, or in connection with your use of Internet Banking. This includes, but is not limited to, loss or damage which may arise as a result of:

a) inaccuracies, errors, omissions or delays in relation to Internet Banking;

b) the loss, modification, damage or destruction of hardware or software caused by computer viruses or program bugs or similar causes; or

c) your Internet Banking being unavailable at any particular time or inaccessible from any particular location.

If you use Internet Banking other than for private or domestic use, our liability is restricted subject to Part F of these Terms and Conditions in the case of EFT Transactions and subject to Part G of these Terms and Conditions in the case of BPAY® Payment, in accordance with Section 68A of the Trade Practices Act to:

a) in the case of goods, the replacement or repair of the goods or the cost of replacing or repairing the goods; or

b) in the case of services, re-supplying the services or the cost of re-supplying the services.

42. Mistaken Internet Payments

This clause 42 does not apply to BPay payments – see clause 71 for information about BPay payments.

42.1 You should report mistaken internet payments to us as soon as possible after you become aware of them. You can report mistaken internet payments to us by calling into one of our branches or by phoning 1300 688 825 - available Monday to Friday from 9.00am to 5.00pm or Saturday Morning from 9.00am to 12.00pm. When you report a mistaken internet payment, we will investigate whether a mistaken internet payment has occurred.

42.2 If satisfied that a mistaken internet payment has occurred, we will send the receiving ADI a request for the return of the funds.

Note: Under the ePayments Code, the receiving ADI must within 5 business days:
i. acknowledge the request by the sending ADI for the return of funds, and
ii. advise the sending ADI whether there are sufficient funds in the account of the unintended recipient to cover the mistaken internet payment.

42.3 If we are not satisfied that a mistaken internet payment has occurred, we will not take any further action.

42.4 We must inform you of the outcome of the reported mistaken internet payment in writing and within 30 business days of the day on which the report is made.

42.5 You may complain to us about how the report is dealt with, including that we and/or the receiving ADI:

a) are not satisfied that a mistaken internet payment has occurred have not complied
b) with the processes and timeframes set out in clauses 42.1 to 42.4.

42.6 When we receive a complaint under clause 42.5 we must:

a) deal with the complaint under our internal dispute resolution procedures
b) not require you to complain to the receiving ADI.

42.7 If you are not satisfied with the outcome of a complaint, you are able to complain to our external dispute resolution scheme provider.

If we are unable to return funds to you because the unintended recipient of a mistaken internet payment does not cooperate, you can complain to our external dispute resolution scheme provider.

Information about a receiving ADI's obligations after we request return of funds

The information set out in this box is to explain the process for retrieving mistaken payments under the ePayments Code, setting out what the processes are, and what you are entitled to do.

This information does not give you any contractual entitlement to recover the mistaken payment from us or to recover the mistaken payment from the receiving ADI.

Process where funds are available and report is made within 10 business days

- If satisfied that a mistaken internet payment has occurred, the receiving ADI must return the funds to the sending ADI, within 5 business days of receiving the request from the sending ADI if practicable or such longer period as is reasonably necessary, up to a maximum of 10 business days.
- If not satisfied that a mistaken internet payment has occurred, the receiving ADI may seek the consent of the unintended recipient to return the funds to the holder.
- The sending ADI must return the funds to the holder as soon as practicable.

Process where funds are available and report is made between 10 business days and 7 months

- The receiving ADI must complete its investigation into the reported mistaken payment within 10 business days of receiving the request.
- If satisfied that a mistaken internet payment has occurred, the receiving ADI must:

  a) prevent the unintended recipient from withdrawing the funds for 10 further business days, and

  b) notify the unintended recipient that it will withdraw the funds from their account, if the unintended recipient does not establish that they are entitled to the funds within 10 business days commencing on the day the unintended recipient was prevented from withdrawing the funds.
- If the unintended recipient does not, within 10 business days, establish that they are entitled to the funds, the receiving ADI must return the funds to the sending ADI within 2 business days after the expiry of the 10 business day period, during which the unintended recipient is prevented from withdrawing the funds from their account.
- If the receiving ADI is not satisfied that a mistaken internet payment has occurred, it may seek the consent of the unintended recipient to return the funds to the holder.
- The sending ADI must return the funds to the holder as soon as practicable.

Process where funds are available and report is made after 7 months

- If the receiving ADI is satisfied that a mistaken internet payment has occurred, it must seek the consent of the unintended recipient to return the funds to the user.
- If not satisfied that a mistaken internet payment has occurred, the receiving ADI may seek the consent of the unintended recipient to return the funds to the holder.
- If the unintended recipient consents to the return of the funds:

  a) the receiving ADI must return the funds to the sending ADI, and

  b) the sending ADI must return the funds to the holder as soon as practicable.

Process where funds are not available

- Where the sending ADI and the receiving ADI are satisfied that a mistaken internet payment has occurred, but there are not sufficient credit funds available in the account of the unintended recipient to the full value of the mistaken internet payment, the receiving ADI must use reasonable endeavours to retrieve the funds from the unintended recipient for return to the holder (for example, by facilitating repayment of the funds by the unintended recipient by instalments).

43. Phone Banking

Clauses 43 to 48 of this section 2 of Part E apply if you register for access to our Phone Banking. The range of services we make available through our Phone Banking will be determined by us at our absolute discretion, from time to time. We may extend or reduce this range of services at any time without notice to you.

43.1 When you register for our Phone Banking you will be given an Access Code to use in conjunction with your Member Number.

43.2 You authorise us to act upon all instructions in relation to Phone Banking by using your Member Number and Access Code.

43.3 Your Member Number and Access Code are the Access Methods for Phone Banking. You can use Phone Banking to initiate EFT Transactions on your Account or Credit Account with us including, without limitation to:

a) ascertain Account balances;

b) check the last ten transactions;

c) transfer funds between your Maitland Mutual Accounts; and

d) make BPAY® Payments.

43.4 To protect the Account security Phone Banking transaction access to an Account which requires two or more to sign is not available. Any Account holder wishing to obtain an Account or Credit Account balance (as opposed to conducting a transaction) can contact our Member Service Department on 1300 688825.

44. Availability of Phone Banking

44.1 We will make reasonable efforts to ensure the availability of our Phone Banking during the hours we have specified and ensure that the information we make available to you through our Phone Banking is correct.

45. Transaction Processing and Limits for Phone Banking

45.1 We will issue a transaction receipt number for a transaction conducted using Phone Banking at the time of the transaction. However, a transaction may not be processed by another financial institution until their next batch processing day.

46. Confirmation of Phone Banking Transaction

46.1 Information about transactions and balances on any Account which is available through our Phone Banking may not reflect the current position on that Account or Credit Account.

47. Liability for Phone Banking

47.1 Subject to any rights that cannot be excluded by law (including rights under the Australian Securities and Investment Commission Act (2001) and the Trade Practices Act (1974) (Cth)) and to Part F of these Terms and Conditions in the case of EFT Transactions and to Part G of these Terms and Conditions in the case of BPAY® Payments, we are not liable for any loss or damage suffered by you or any other person arising directly or indirectly from, or in connection with your use of Phone Banking. This includes, but is not limited to, loss or damage which may arise as a result of:

a) inaccuracies, errors, omissions or delays in relation to Phone Banking;
b) the loss, modification, damage or destruction of phone systems caused by line faults or breakages, power failure or similar causes; or

c) our Phone Banking being unavailable at any particular time or inaccessible from any particular location.

If you use our Phone Banking other than for private or domestic use, our liability is restricted, in accordance with Section 68A of the Trade Practices Act to:

a) in the case of goods, replacement or repair of the goods or the cost of replacing or repairing the goods; or
b) in the case of services, re-supplying the services or the cost of re-supplying the services.

48. Phone Banking General

48.1 You must check your Account records carefully and promptly. If you believe that there has been a mistake in any transaction, Phone Banking, or an unauthorised transaction, you must notify us immediately.

49. Terms and Conditions for Mobile Banking and Mutual Alerts

You should read these Terms and Conditions prior to using Mobile Banking and Mutual Alerts. You will be recognised as having read and accepted these Terms and Conditions when you first log in to Mobile Banking, or when you first access the Mutual Alerts service.

49.1 General Conditions for Mobile Banking and Mutual Alerts

a) "Mobile Banking" and "Mutual Alerts" mean any service we offer as an extension of Internet Banking that enables you to receive information from us and to transmit instructions to us electronically, in relation to a membership, account, loan or any other matter we specify, using a mobile device capable of either accessing the internet, downloading an application or receiving emails or text messages.

b) Each time you use Mobile Banking/Mutual Alerts these Terms and Conditions for Mobile Banking and Product Disclosure Statements Part 1 and Part 2 apply.

c) Mobile Banking/Mutual Alerts are an extension of the facilities offered by Internet Banking. It is not a stand-alone product. Part E, Section 2 of our Product Disclosure Statement Part 1 also apply to the use of Mobile Banking/Mutual Alerts.

d) Where there are any inconsistencies between these Terms and Conditions for Mobile Banking/Mutual Alerts and Part E, Section 2 of our Product Disclosure Statement Part 1, these Terms and Conditions for Mobile Banking/Mutual alerts will apply.

49.2 Access to Mobile Banking/Mutual Alerts

a) Mobile Banking is only available to registered users of Internet Banking. No other steps are required to be undertaken to register for Mobile Banking.

b) Mutual Alerts are available to be set up via Internet Banking or by telephone on 1300 688 825.

c) You will use your Login Name, Access Code and Token Code for Internet Banking to log in and access Mobile Banking.

d) Not all mobile devices are capable of accessing and supporting Mobile Banking/ Mutual Alerts. It is your responsibility to ensure any mobile device you use to access Mobile Banking/Mutual Alerts is compatible and capable of supporting Mobile Banking/Mutual Alerts. We will not be responsible for any damage or loss to a mobile device as a result of your access or use or attempted access or use of Mobile Banking/Mutual Alerts.

49.3 Availability of Mobile Banking/Mutual Alerts

a) All conditions of use and charges relating to a mobile device you use to access Mobile Banking/Mutual Alerts are your responsibility. We are not liable for any costs you incur to access Mobile Banking/Mutual Alerts using a mobile device.

b) You should check with your telecommunications provider whether you will be able to access Mobile Banking/Mutual Alerts on your mobile device if you travel outside Australia. We are not liable for any additional costs you may incur to access Mobile Banking/Mutual alerts outside of Australia.

49.4 Use of Mobile Banking/Mutual Alerts

a) Not all functions and features of Internet Banking are available for Mobile Banking. The following features are not available for Mobile Banking:
   i. Process batch transactions (transactions to multiple external accounts)
   ii. process transactions on 2 or more to sign accounts
   iii. loan redraws cannot be performed using Mobile Banking
   iv. opening of new accounts
   v. only limited transaction history can be viewed or searched using Mobile Banking.

b) You can use Mobile Banking to access and initiate transactions on your accounts that are not excluded by clause 49.4 (a) above, these include:
   i. view member account balances
   ii. view the 100 most recent transactions on each of your accounts
   iii. transfer funds between Mutual accounts held in your name
   iv. transfer funds between Mutual accounts and accounts held at other financial institutions
   v. setup recurring payments
   vi. process BPAY® transactions
   vii. update your contact details
   viii. view your 'year to date' interest details

c) You can use Mutual Alerts to receive notification of transactions and balances on your accounts, these include:
   i. member account balances
   ii. low account balance notification
   iii. high account balance
   iv. deposits to your account, such as your salary
   v. withdrawals on your account
   vi. unsuccessful recurring payments

Section 3: Security of your Card and Access Method

50. Protecting your Access Method

50.1 Your Access Method is confidential and we will rely on it as constituting your electronic signature. Your Access Method allows anybody using it to access and transact on your Account or Credit Account and we are authorised by you to permit such access and transactions conducted. Because of this you must take special care to protect your Access Method.

50.2 You must ensure that your Access Method is kept secure and not disclosed to anyone except us in the course of transacting on your Account or Credit Account. Where you have an Additional Cardholder or Authorised Signatory they will be advised of their Access Method separately. You must ensure that any Additional Cardholder or Authorised Signatory does not disclose their Access Method to anyone except us in the course of transacting on your Account or Credit Account.

50.3 To protect your Access Method you and any Additional Cardholders or Authorised Signatories must:

a) attempt to memorise your Access Method;
b) destroy any documentation we issue to you containing your Access Method;
c) not keep a record of your Access Method near or stored with any item which allows you to access your Account or Credit Account with the Access Method (eg Card, your telephone or computer);
d) not disclose your Access Method to any person (including a family member or friend);
e) not select an Access Method that is easily identified or associated with you (eg your date of birth, telephone number, your name or part of it, or drivers licence number etc);
f) not allow any unauthorised person to observe or hear your Access Method;
g) not leave your computer or telephone (as the case may be) unattended when you are using Internet Banking or Phone Banking.

50.4 If you make a record of your Access Method you must take reasonable steps to prevent unauthorised access to the record or ensure the record is reasonably disguised. We do not consider that you have made a reasonable attempt to prevent unauthorised access or to disguise your Access Method if you:

a) store the record of your Access Method with, or close to any item which allows you to access your Account or Credit Account with the Access Method (eg a Card, your telephone or computer);
b) record the Access Method in reverse order;
c) record it as a series of numbers with any of them marked to indicate the Access Method;
d) record the Access Method as a telephone number with the Access Method in its correct sequence within the number;
e) record the Access Method as a telephone number where no other telephone numbers are recorded;
f) disguise the Access Method as a date or an amount. There may be other forms of preventing unauthorised access or disguising your Access Method which may also be considered unsuitable because of the ease with which the Access Method can be found.

A reasonable attempt to protect the security of an access code record includes making any reasonable attempt to disguise the access code within the record, or prevent unauthorised access to the access code record, including by:

(a) hiding or disguising the access code record among other records,
(b) hiding or disguising the access code record in a place where an access code record would not be expected to be found,
(c) keeping a record of the access code record in a securely locked container, or
(d) preventing unauthorised access to an electronically stored record of the access code record.

This list is not exhaustive.

50.5 If you suspect the security of your Access Method has been compromised you must ensure you change your Access Method as soon as possible, and that you notify us of the suspected compromise of your Access Method immediately.

50.6 If you do not comply with the provisions of this clause, another person may be able to access your Account or Credit Account and you may be liable for any losses incurred.

51. Protecting your Card

51.1 If we have issued you with a Card for your Account or Credit Account you must keep your Card secure. You must:

a) sign your Card as soon as you receive it;

b) not give your Card to anyone else or let anyone else use it;

c) keep your Card with you whenever you can;

d) check regularly that you still have the Card.

51.2 You must keep your Access Code secret. Accordingly you must:

a) memorise your Access Code;

b) destroy our letter advising you of your Access Code as soon as possible;

c) not tell anyone your Access Code, even your family, friends or our staff;

d) not keep a record of your Access Code on or with your Card;

e) ensure that no one sees your Access Code when you are using it.

51.3 We do not promote, endorse or authorise the use of an Account access or aggregation service. Any use by a user of an Account access or aggregation service in relation to any Account you have with us is at your own risk and subject to these Terms And Conditions.

52. Reporting your Card or Access Method Lost or Stolen

52.1 You or an Additional Cardholder must notify us immediately if:

(a) an Access Method or card is lost or stolen;

(b) you or an Additional Cardholder become aware or suspect another person knows your Access Method or has used your Access Method without your authority; or

(c) any record you or an Additional Cardholder may have of your Access Method is lost or stolen.

52.2 You may do this by:

a) calling into one of our branches; or

b) phoning 1300 688 825 available Monday to Friday from 9.00am to 5.00pm or Saturday Morning from 9.00am to 12.00pm.

c) phoning First Data International on 1800 800 521 outside business hours and advising them of your Card number.

d) if the Card is a Visa Card and it is lost or stolen outside Australia, phoning Visa Global Customer Assistance Services (GCAS).

52.3 When you notify us of your loss, you will be given a notification number. This should be retained as evidence of the date and time of your report.

52.4 Any unreasonable delay in notifying us may mean you are liable for some or all of the loss incurred as a result of unauthorised access or transactions made using your Access Method (see PART F Terms and Conditions for EFT Transactions).

// Part F: Terms and Conditions for EFT Transactions

The Terms and Conditions set out in this part apply to all EFT Transactions.

We warrant that we will comply with the requirements of the ePayments Code.

If both the Terms and Conditions in this Part F and other Terms and Conditions apply to a transaction and there is any conflict or any inconsistency between them, the conditions in Part F apply to the extent of the inconsistency.

Liability for Unauthorised Transactions

53 When you are not liable for loss

53.1 You are not liable for loss arising from an unauthorised transaction if the cause of the loss is any of the following:

a) fraud or negligence by our employee or agent, a third party involved in networking arrangements, or a merchant or their employee or agent,

b) a device, identifier or access code which is forged, faulty, expired or cancelled,

c) a transaction requiring the use of a device and/or access code that occurred before the user received the device and/or access code (including a reissued device and/or access code),

(d) a transaction being incorrectly debited more than once to the same facility, and

(e) an unauthorised transaction performed after we have been informed that a device has been misused, lost or stolen, or the security of an access code has been breached.

53.2 You are not liable for loss arising from an unauthorised transaction that can be made using an identifier without an access code or device. Where a transaction can be made using a device, or a device and an identifier, but does not require an access code, you are liable only if the user unreasonably delays reporting the loss or theft of the device.

53.3 You are not liable for loss arising from an unauthorised transaction where it is clear that a user has not contributed to the loss.

53.4 In a dispute about whether a user received a device or access code:

a) there is a presumption that the user did not receive it, unless we can prove that the user did receive it,

b) we can prove that a user received a device or access code by obtaining an acknowledgement of receipt from the user, and

c) we may not rely on proof of delivery to a user's correct mailing or electronic address as proof that the user received the device or access code.

54 When you are liable for loss

54.1 If clause 53 does not apply, you may only be made liable for losses arising from an unauthorised transaction regulated by the ePayments Code in the circumstances specified in clause 54.

54.2 Where we can prove on the balance of probability that a user contributed to a loss through fraud, or breaching the access code security requirements in clause 50:

a) you are liable in full for the actual losses that occur before the loss, theft or misuse of a device or breach of access code security is reported to us, but

b) you are not liable for the portion of losses:
   i incurred on any one day that exceeds any applicable daily transaction limit,
   ii incurred in any period that exceeds any applicable periodic transaction limit,
   iii that exceeds the balance on the facility, including any pre-arranged credit, or
   iv incurred on any facility that we or you had not agreed could be accessed using the device or identifier and/or access code used to perform the transaction.

54.3 Where:

a) more than one access code is required to perform a transaction, and

b) we prove that a user breached the access code security requirements in clause 50 for one or more of the required access codes, but not all of the required access codes,

You are liable under clause 54.2 only if we also prove on the balance of probability that the breach of the access code security requirements under clause 50 was more than 50% responsible for the losses, when assessed together with all the contributing causes.

54.4 You are liable for losses arising from unauthorised transactions that occur because a user contributed to losses by leaving a card in an ATM, as long as the ATM incorporates reasonable safety standards that mitigate the risk of a card being left in the ATM.

Note: Reasonable safety standards that mitigate the risk of a card being left in an ATM include ATMs that capture cards that are not removed after a reasonable time and ATMs that require a user to swipe and then remove a card in order to commence a transaction.

54.5 Where we can prove, on the balance of probability, that a user contributed to losses resulting from an unauthorised transaction by unreasonably delaying reporting the misuse, loss or theft of a device, or that the security of all access codes has been breached, you:

a) are liable for the actual losses that occur between:
   i when the user became aware of the security compromise, or should reasonably have become aware in the case of a lost or stolen device, and
   ii when the security compromise was reported to us, but

b) are not liable for any portion of the losses:
   i incurred on any one day that exceeds any applicable daily transaction limit,
   ii incurred in any period that exceeds any applicable periodic transaction limit,
   iii that exceeds the balance on the facility, including any pre-arranged credit, or
   iv incurred on any facility that we and you had not agreed could be accessed using the device and/or access code used to perform the transaction.

Note: You may be liable under clause 54.5 if you were the user who contributed to the loss, or if a different user contributed to the loss.

54.6 Where an access code was required to perform an unauthorised transaction, and clauses 54.2 to 54.5 do not apply, you are liable for the least of:

a) $150, or a lower figure determined by us,

b) the balance of the facility or facilities which we and you have agreed can be accessed using the device and/or access code, including any prearranged credit, or

c) the actual loss at the time that the misuse, loss or theft of a device or breach of access code security is reported to us, excluding that portion of the losses incurred on any one day which exceeds any relevant daily transaction or other periodic transaction limit.

54.7 In deciding whether we have proved on the balance of probability that a user has contributed to losses under clauses 54.2 and 54.5:

a) all reasonable evidence must be considered, including all reasonable explanations for the transaction occurring,

b) the fact that a facility has been accessed with the correct device and/or access code, while significant, does not, of itself, constitute proof on the balance of probability that a user contributed to losses through fraud or a breach of the access code security requirements in clause 50, and

c) the use or security of any information required to perform a transaction that is not required to be kept secret by users (for example, the number and expiry date of a device) is not relevant to a user's liability.

54.8 If a user reports an unauthorised transaction on a credit card account, debit card account or charge card account:

a) we must not hold you liable for losses under clause 54 for an amount greater than your liability if we exercised any rights we had under the rules of the card scheme at the time the report was made, against other parties to the scheme (for example, charge-back rights), and

b) this clause does not require us to exercise any rights we may have under the rules of the card scheme. However, we cannot hold you liable under this clause for a greater amount than would apply if we had exercised those rights.

Liability for loss caused by system or equipment malfunction

54.9 You are not liable for loss caused by the failure of a system or equipment provided by any party to a shared electronic network to complete a transaction accepted by the system or equipment in accordance with a user's instructions.

Where a user should reasonably have been aware that a system or equipment provided by any party to a shared electronic network was unavailable or malfunctioning, our liability may be limited to:

a) correcting any errors, and

b) refunding any fees or charges imposed on the user. (See Part 2 of this PDS for details of fees).

55. Changes to your Terms and Conditions

This clause applies to the Terms and Conditions in this Part F.

55.1 We will provide you with written notice, at least 20 days before we change the Terms and Conditions to:

a) increase your liability for losses relating to EFT Transactions;

b) impose, remove or adjust the periodic transaction limits applying to the use of the Access Method; or

c) impose or increase charges relating solely to the use of an Access Method, or the issue of an additional or replacement Access Method.

55.2 We will advise you of any other change:

a) in time to comply with any applicable legislative requirements for a particular period of notice in advance of the date the change takes effect; or

b) where there is no such legislative requirement, in advance of the date the change takes effect; or

c) in the manner required by any applicable legislation, or if there are no such requirements, in a manner which is likely to come to the attention of as many Account and Credit Account holders as possible, which may include:

i. notice on, or with your periodic statement;

ii. notices on EFT terminals or in branches; or

iii. an advertisement in the national or local media.

55.3 However, we will not give you advance notice of a change necessitated by an immediate need to restore or maintain the security of the system or individual Accounts or Credit Accounts.

56. Statements - Electronic Communication

56.1 Except where the ePayments Code otherwise permits and subject to the requirements of any applicable law, you agree we may use electronic means to communicate with you instead of written communications, for example, to provide you with statements, notices, transaction confirmations or receipts electronically.

56.2 Subject to the requirement of any applicable law, where you carry out a transaction through Internet Banking a transaction record or receipt (which you can elect to save or print) is available to you on our website immediately on completion of the transaction. For these transactions we will not provide you with a paper transaction record or receipt.

57. Complaints or Disputes

57.1 If you have a complaint or query about a transaction involving use of an Access Method or Card, or of an entry on a statement, you should contact Maitland Mutual on 1300 688825 immediately. If you are not satisfied with the information you have been given, you can enquire further in writing. You must set out all relevant information we require for our investigation of the matter.

57.2 Within 21 days of receiving your written complaint, we will either complete our investigation and advise you in writing of the outcome, or tell you in writing that we need more time to complete our investigation. If we are unable to resolve your complaint within 45 days, we will:

a) inform you of the reasons for the delay;

b) provide you with monthly updates on the progress of your complaint; and

c) specify a date when you can reasonably expect a decision to be made (unless we are waiting for a response from you and we have told you that we require that response).

57.3 The external dispute resolution scheme we are a member of with respect to electronic transactions is the Credit Ombudsman Service Limited (COSL).

57.4 When we have completed our investigation of a complaint, we will promptly inform you of the outcome of that investigation and reasons for that outcome (including references to relevant clauses of the ePayments Code). Unless your complaint has been resolved completely in your favour, we will also provide you with details of any further action you can take in respect of the ePayments Code, including contact details for the external dispute resolution scheme.

57.5 If, as a result of our investigation of your complaint, we decide that your Account, or Credit Account has been incorrectly credited or debited, we will promptly make adjustments to your Account or Credit Account including any fees, interest or charges and notify you in writing of those adjustments (See Part 2 of this PDS for details of fees).

57.6 If, on completion of our investigation, we decide that you are liable, in accordance with the ePayments Code, for at least part of the amount of the transaction subject to the complaint, we will make available to you copies of any documents or other evidence relevant to the outcome of our investigation, including information from any logs or audit trails relating to the transaction and advise you where there was any system or equipment malfunction at the time of the transaction.

57.7 Where we decide to resolve your complaint arising from an unauthorised transaction in clause 54.2 and 54.6 we may within 7 Business Days of receipt of that complaint, adjust the balance of your Account, or in the case of a Credit Account the excess amount and subsequently notify you in writing of that adjustment.

58. Deposits to Accounts by Funds Transfer

58.1 Subject to verification of amounts deposited, we are responsible for the security of deposits received at Electronic Equipment controlled or provided by us or on our behalf from the time the transaction at that equipment is completed.

// Part G: Terms and Conditions for BPAY®

59. BPay® Conditions

59.1 These BPay® Terms and Conditions apply if you ask us to make a payment on your behalf through the BPay® Scheme.

59.2 We are a member of the BPay® Scheme. The BPay® Scheme is an electronic payment scheme through which you can ask us to make payments on your behalf to Billers who tell you that you can make BPay® Payments to them. We will tell you if we are no longer a member of the BPay® Scheme.

59.3 When you request us to make a BPay® Payment, you must give us the information specified below under the heading "Information you must give us". We will then debit your Account or Credit Account with the amount of that BPay® Payment. We may decide not to make a BPay® Payment if there are insufficient Cleared Funds in your Account at that time. We are not acting as your agent or the agent of the Biller when we make a BPay® Payment on your behalf.

59.4 If there is any inconsistency in relation to the use of the BPay® Scheme between the Terms and Conditions set out in this Part G and the remainder of the Terms and Conditions set out in this document, the latter will apply to the extent of that inconsistency.

59.5 No transactions can be processed via BPay® with respect to Christmas Club, Internet Saver, Term Deposit or Sovereign Term Deposit Accounts.

60. How to use the BPay® Scheme

60.1 We will treat any instruction to make a BPay® Payment as authorised by you, when it is given to us and either

a) your Access Method is entered; or

b) you request us to process your instruction.

61. Information you must give us

61.1 You must give us the following information when you make a BPay® Payment:

a) the Account from which you want us to debit the BPay® Payment;

b) the amount of the BPay® Payment;

c) the Biller's Code of the Biller you wish to pay; and

d) the Biller customer reference number.

61.2 We do not have to effect a BPay® Payment if you do not give us all of the above information or if any of that information is inaccurate.

62. Payments

62.1 We may impose restrictions on the Account(s) or Credit Account(s) from which a BPay® Payment may be made.

62.2 We do not have to process a BPay® Payment if there are insufficient Cleared Funds in the Account or Express Credit Account (if it operates as a debit facility only) from which you have instructed us to make the BPay® Payment or if the BPay® Payment, if processed, would cause the Credit Limit applicable to a Express Credit Account to be exceeded.

62.3 You must notify us immediately if you become aware that you may have made a mistake when instructing us to make a BPay® Payment, or if you did not authorise a BPay® Payment that has been made from your Account or Credit Account (this does not apply to a mistake you make as to the amount you mean to pay - see below).

62.4 On your request, we may at our absolute discretion, depending on the circumstances including the time of your request, stop a BPay® Payment that you have instructed us to make. To make a request to stop a BPay® Payment contact our Head Office on 1300 688 825.

63. Processing Payments

63.1 Subject to clause 63.2, Billers who participate in the BPay® Scheme have agreed that a BPay® Payment you make will be treated as received by the Biller to whom it is directed

a) on the date you make that BPay® Payment, if you tell us to make the BPay® Payment before the Payment Cut-off Time on a Banking Business Day; or

b) on the next Banking Business Day, if you tell us to make a BPay® Payment after the Payment Cut-off Time on a Banking Business Day, or on a non- Banking Business Day; or

c) on the day or next Banking Business Day, that you have nominated for a scheduled payment to take place.

63.2 We cannot guarantee that a BPay® Payment will always be treated as being received as set out in this clause. If you tell us to make a BPay® Payment before the Payment Cutoff Time on a Banking Business Day your payment will generally be treated by the Biller to whom it is directed as having been made on that day. The BPay® Payment may take longer to be credited to a Biller if you tell us to make the BPay® Payment after the Payment Cut-off Time on a Banking Business Day or on a day that is not a Banking Business Day or if another participant in the BPay® Scheme does not process a BPay® Payment as soon as they receive its details. Payment Cut-off Time: 3.30 pm New South Wales time.

64. When a Biller cannot process a payment

64.1 If we are notified that a Biller cannot process a BPay® Payment, we will:

a) advise you of this;

b) credit your Account or Credit Account with the amount of the BPay® Payment;

c) if you ask us to do so, take all reasonable steps to assist you in making a BPay® Payment to that Biller as soon as possible.

64.2 You should check your Account records carefully and promptly report to us as soon as you become aware of any BPay® Payments that you think are errors or are BPay® Payments that you did not authorise or you think were made by someone else without your permission.

65. Accuracy of Information

65.1 You are responsible for ensuring:

a) the customer information provided to us by you at the time of registration is accurate and that you inform us promptly of any change to this information;

b) the accuracy of information provided to us through Internet Banking and Phone Banking and BPay® payments made over the counter.

65.2 If you discover that you instructed us to make a payment to a Biller for an incorrect amount:

a) if the amount you instructed us to pay is greater than the required amount, contact the Biller for a refund; or

b) if the amount is less than the required amount, you should make a further payment (using BPay® or another method) for the difference.

65.3 You must notify us immediately if you become aware that you may have made a mistake (except for a mistake as to the amount you mean to pay - for those errors see clause 65.2). Clause 71 describes when and how we will arrange for such a Payment to be refunded to you.

66. Changes to terms affecting BPay®

66.1 We reserve the right to vary these BPay® Terms and Conditions and will inform you of the changes in accordance with clause 67 of these Terms and Conditions.

67. Changes to your Terms and Conditions

This clause applies to the Terms and Conditions in this Part G.

67.1 We will provide you with written notice, as least 20 days before we change the Terms and Conditions to:

a) increase your liability for losses relating to EFT Transactions;

b) impose, remove or adjust the periodic transaction limits applying to the use of the Access Method; or

c) impose or increase charges relating solely to the use of an Access Method, or the issue of an additional or replacement Access Method.

67.2 We will advise you of any other change:

a) in time to comply with any applicable legislative requirements for a particular period of notice in advance of the date the change takes effect; or

b) where there is no such legislative requirement, in advance of the date the change takes effect; or

c) in the manner required by any applicable legislation, or if there are no such requirements, in a manner which is likely to come to the attention of as many Account or Credit Account holders as possible, which may include:

i. notice on, or with your periodic statement;

ii. notices on EFT terminals or in branches; or

iii. an advertisement in the national or local media.

67.3 However, we will not give you advance notice of a change necessitated by an immediate need to restore or maintain the security of the system or individual Accounts.

68. Suspension

68.1 We may suspend or cancel your right to participate in the BPay® Scheme if at any time:

a) a user or any one acting on a user's behalf are suspected of acting in a fraudulent manner; or

b) in circumstances we consider appropriate.

69. Cut-off Times

69.1 BPay® Payments may be effected the next Business Day if you tell us to make a BPay® Payment on a Saturday, Sunday or Public Holiday or if the Biller does not process a Payment as soon as they receive its details. If you arranged a post dated BPay® payment that falls due on a Saturday, Sunday or Public Holiday, the payment will be effected just before 9am on the first business day prior to the Saturday, Sunday or Public Holiday.

69.2 If you instruct us to make a Payment before the times specified below it will in most cases be treated as having been made on the same day. Cut-off times: Monday - Friday 3.30pm AEST Saturday, Sunday and Public Holidays; processed next Business Day.

70. Account Records

70.1 You must check your Account records carefully and immediately report to us as soon as you become aware of any BPay® Payments that you think are erroneous, or made by someone else without your permission.

71. Liability for mistaken payments, unauthorised transactions and fraud

71.1 Liability for losses arising from unauthorised BPay® Payments is governed by clause 54 of these Terms and Conditions.

71.2 We will attempt to make sure that your BPay® Payments are processed promptly by the participants in the BPay® Scheme, including those Billers to whom your BPay® Payments are to be made.

71.3 You must tell us immediately if:

a) you become aware of any delays or mistakes in processing your BPay® Payment;

b) you did not authorise a BPay® Payment that had been made from an Account or Credit Account; or

c) you think that you have been fraudulently induced to make a BPay® Payment.

71.4 We will attempt to rectify any such matters in relation to your BPay® Payment in the way described in this clause. If the ePayments Code applies to your Account or Credit Account and a BPay® Payment is made on your Account or Credit Account without your knowledge or consent, liability for that unauthorised BPay® Payment will be determined in accordance with clause 54 of these Terms and Conditions. Otherwise, to the extent permitted by any applicable law or Code, we are not liable for any consequential loss or damage you suffer as a result of using the BPay® Scheme other than any loss or damage which is due to our negligence or breach of any condition or warranty implied by law which cannot be excluded restricted or modified at all or only to a limited extent.

71.5 If a BPay® Payment is made to a person or for an amount which is not in accordance with your instructions (if any), and your Account, or Credit Account has been debited with the amount of that Payment, we will credit that amount to your Account or Credit Account (including any fees, charges or Government charges arising from that Payment). However, if you were responsible for a mistake resulting in that Payment and we cannot recover within 20 Banking Business Days of us attempting to do so from the person who received the amount of that Payment, you must pay us that amount.

71.6 If a BPay® Payment is made in accordance with a Payment direction which appeared to us to be from you or on your behalf but for which you did not give authority, we will credit your Account or Credit Account with the amount of that unauthorised Payment. However, you must pay us the amount of that unauthorised Payment if:

a) we cannot recover that amount within 20 Banking Business Days of us attempting to do so from the person who received it; and

b) the Payment was made as a result of the Payment direction which did not comply with any requirements we may have for such Payment direction.

71.7 If a BPay® Payment is induced by the fraud of a person involved in the BPay® Scheme, then that person should refund you the amount of the fraud induced payment. However, if that person does not refund you the amount of the fraud induced payment, you must bear that loss unless some other person involved in the BPay® Scheme knew of the fraud or would have detected it with reasonable diligence, in which case we will attempt to obtain a refund for you of the fraud induced Payment.

71.8 If a BPay® Payment you have made falls within the type described in clauses 71.5, 71.6 and 71.7, then we will apply the principles set out in clause 71.6. If a BPay® Payment you have made falls within both the types described in clauses 71.5 and 71.7, then we will apply the principles set out in clause 71.7.

71.9 You indemnify us against any loss or damage we may suffer due to any claims, suits, demands or action of any kind brought against us arising directly or indirectly because you:

a) did not observe any of your obligations under the BPay® Scheme Terms and Conditions; or

b) acted negligently or fraudulently in connection with the other Terms and Conditions of your Account or Credit Account.

71.10 If you tell us that a BPay® Payment made from your Account or Credit Account is unauthorised, you must first give us your written consent addressed to the Biller who received that BPay® Payment, consenting to us obtaining from the Biller information about your Account with that Biller or the BPay® Payment, including your customer reference number and such information as we reasonably require to investigate the BPay® Payment. We are not obliged to investigate or rectify any BPay® Payment if you do not give us this consent. If you do not give us that consent, the Biller may not be permitted under law to disclose to us information we need to investigate or rectify that BPay® Payment. If we are advised that your Payment cannot be processed by a Biller we will credit your Account or Credit Account with the amount of the BPay® Payment.

71.11 You acknowledge that receipt by a Biller of a mistaken or erroneous BPay® Payment does not or will not constitute under any circumstances part or whole satisfaction of any underlying debt owed between the payer and their Biller.

71.12 This clause 71 only applies to EFT Transactions to the extent to which Part F of these Terms and Conditions does not apply.

72. Disputes

72.1 If you have a dispute which relates to a BPay® Payment and you are an individual who has requested us to make a BPay® Payment on your behalf wholly or exclusively for private or domestic use then we will deal with your dispute in accordance with dispute resolution procedures established under the BPay® Scheme.

// Part H: Terms and Conditions for Merchant EFTPOS Facility

This part applies to Business Account holders who apply for a Merchant EFTPOS Facility from another ADI.

73. Applying for a Merchant EFTPOS Facility

73.1 We are a party to a referral agreement with another ADI, together with other Building Societies, whereby we refer Business Account holders wishing to acquire a Merchant EFTPOS Facility to the ADI who may, at their discretion, provide the Business Account holder with the Merchant EFTPOS Facility.

73.2 You can apply for a Merchant EFTPOS Facility at any Maitland Mutual branch by completing the application form. We then forward the application to the ADI for consideration according to their usual business criteria.

73.3 If the application meets the criteria and is approved by the ADI, they will negotiate directly with you and forward further information and contracts for execution.

73.4 The ADI will dispatch the EFTPOS terminal to you upon receipt of the signed contract. It is your responsibility to install the terminal received from the ADI.

73.5 We reserve the right to refuse to forward to the ADI any application you make to acquire a Merchant EFTPOS Facility at any time.

74. Fees, Charges and Commissions

74.1 The ADI will negotiate any fees and charges in relation to the Merchant EFTPOS Facility directly with you. Any fee structure we provide to you in relation to the Merchant EFTPOS Facility is indicative only and is only to be used as a guide to the potential fees and charges that may be charged by the ADI.

74.2 All fees and charges payable by you to the ADI in relation to the Merchant EFTPOS Facility will be debited directly from your Business Account.

74.3 In the event your Business Account becomes overdrawn as a result of the fees and charges payable to the ADI, you agree to indemnify us for such amounts and agree that we can recover from you those amounts including but not limited to:

a) such charges relating to Credit Card transactions and Debit Card transactions (including service charges, fees and other charges) as are determined by the ADI from time to time and which are notified by the ADI to you;

b) all Government Charges and taxes that apply;

c) the full amount of all sales refund transactions processed pursuant to your agreement with the ADI;

d) any over-credits made by the ADI in respect of sales transactions due to errors or omissions;

e) any credits made by the ADI in respect to sales transactions which are not valid;

f) any amounts representing sales made on the facility which have been charged back by the ADI;

g) all other monies due to the ADI pursuant to your agreement with the ADI.

74.4 We receive commissions from the ADI for referring Business Account holders. For full details of the commissions see Part 2 of this PDS.

75. Termination

75.1 We reserve the right, at our absolute discretion, to notify the ADI that we will not longer facilitate the arrangements contained in this Part I in respect of your Business Account.

75.2 Nothing in this Part H precludes us from closing your Business Account in accordance with these Terms and Conditions. We will notify the ADI of any such closure.

// Part I: Terms and Conditions for Mutual Direct Debit User Facility

76. Mutual Direct Debit User Facility Terms and Conditions

76.1 If you hold a Business Account with us you may apply to participate in the Mutual Direct Debit Facility provided by us. The Mutual Direct Debit User Facility enables you to make multiple direct debit transactions using BECS.

76.2 To apply for the Mutual Direct Debit User Facility you will be required to meet the following requirements:

a) Hold a Business Account with us; and

b) Complete a Direct Debit User application form. A non refundable application fee as disclosed in Part 2 of our Terms and Conditions will be debited from your Business Account when your application is received by us.

76.3 If your application is successful you will be required to enter into a Direct Debit User Agreement that will set out the Terms and Conditions that apply to the Mutual Direct Debit Facility. You need to comply with the Terms and Conditions of the Direct Debit User Agreement and the BECS rules.

76.4 In accordance with the Direct Debit User Agreement you must:

a) obtain from each of your customers, prior to debiting items from their Account, a DDR in writing and in your favour in such form as approved by us; and

b) enter into, prior to debiting items from your customer's Accounts, a DDR Service Agreement in such form as approved by us; and

c) establish a fair policy for your customers to dispute any debit item; and

d) agree to indemnify us against any losses, expenses, claims, suits, demands, actions and proceedings as a result of:

i. any negligence, misrepresentation or fraud with respect to performance of your obligations under the Direct Debit User Agreement and/or BECS rules; and

ii. a breach by you of any applicable laws.

iii. a failure by you to observe your obligations under the Direct Debit User Agreement.

76.5 To initiate the direct debit from your customer's Account you will process a file containing direct debits in a ABA (sometimes known as Cemtext) format via our Internet Banking interface. Our Internet Banking interface will not allow any file to be processed that is not in the correct format.

76.6 Proceeds of the direct debits are credited to your Business Account at the time you process the file referred to above. Three (3) Business Days clearance will apply to the amount so credited to your Business Account.

76.7 The ongoing provision of the Mutual Direct Debit User Facility will be in accordance with the BECS rules and you agree to be bound by the BECS rules in place and as may be amended from time to time.

77. Termination

77.1 Subject to the Terms and Conditions contained in the Direct Debit User Agreement either party may:

a) terminate the Direct Debit User Agreement by giving 90 days written notice;

b) serve the other party a notice specifying a date for termination of the Direct Debit User Agreement if there is a default by the other party.

77.2 If you, in our reasonable opinion, are in breach of the Direct Debit User Agreement or the BECS rules we may, at our absolute discretion, suspend your participation in The Mutual Direct Debit User Facility.

// Part J: Linked Account

78. Linked Account

78.1 You must identify a bank Account ("the Linked Account") with us or with another financial institution in Australia on the application form. Funds can be withdrawn from your Internet Saver Account only by transfer to your Linked Account. The Linked Account must contain, as Account holders (whether alone or with others), the Account holder(s) of the Internet Saver Account, in exactly the same name(s).

78.2 The Linked Account must be an "at call" Account. That is, you must be able to withdraw funds from it at any time. A Term Deposit is not an "at call" Account.

78.3 If your Linked Account is with another financial institution you must complete the Direct Debit Request (DDR) form on the application form. Where your Linked Account is with another financial institution, it is your responsibility to check with that institution to see that the Linked Account will accept electronic debits and credits to it. The DDR Service Agreement (in Section K of this booklet) explains your rights (like how to cancel a direct debit request) and obligations in relation to a direct debit request. Please read it.

78.4 If you wish to identify an Account with us as your Linked Account we accept the following Accounts only:

- Express Savings
- Deeming
- Loan Saver
- 100% Offset
- Business Cheque
- Business Maximiser

or

- any other Account to which we consent.

78.5 If you have set up a Periodical Payment, we will transfer funds regularly from your Linked Account to your Internet Saver Account at your specified frequency and amount. You must ensure that your Linked Account has sufficient funds to meet every transfer. Failure to do so may result in fees charged to your Linked Account from the institution where the Linked Account is from. You may change or cancel your instruction in your Periodical Payment from time to time by:

- completing the Periodical Payment form; or
- call our Member Service Department on 1300 688 825.

78.6 If you have set up an opening deposit amount in your application, after your Account has been opened, you authorise us to transfer your specified opening deposit amount from your Linked Account to your Internet Saver Account. Thereafter you also authorise us to debit amounts from the Linked Account in accordance with these Terms and Conditions and the terms of the Direct Debit Request Service Agreement or as you direct from time to time or all of the above.

78.7 With our prior consent, you may change the Linked Account from time to time by calling our Member Service Centre on 1300 688 825. Any Account you nominate to be the new Linked Account must satisfy all the requirements in clauses 78.1, 78.2 and 78.3. We may impose any condition on the giving of our consent, including (amongst other things) that:

(a) your Internet Saver Account have a nil balance at the date we consent to your changing the Linked Account; or

(b) you provide a copy of a statement from the old Linked Account and/or new Linked Account.

// Part K: Terms And Conditions for Direct Debit Request Service Agreement

79. Direct Debit Request Service Agreement

79.1 Debit User's name and address: Maitland Mutual Building Society Limited of 417 High Street, Maitland 2320 ("we" or "us") User ID: 045107.

79.2 You have entered or are about to enter into an arrangement under which you authorise us to transfer funds to an Account and to make payments to us including but not limited to:

- transfer your opening deposit amount from your Linked Account to your Account; and
- transfer specified amount on a regular frequency from your Linked Account to your Account as instructed by you from time to time.

79.3 You want to make those transfers and payments by use of the Direct Debit System. This agreement sets out the terms on which we accept and act under a Direct Debit Request ("your Direct Debit Request") you give us to debit amounts from your Account under the Direct Debit System. It is additional to the Account Terms and Conditions. Please keep a copy of this agreement. It sets out rights you have against us and obligations you have to us, due to giving us your Direct Debit Request.

79.4 You agree to be bound by this agreement when you complete your Direct Debit Request and give it to us. We agree to be bound by this agreement when we receive your Direct Debit Request complete with the particulars we need to draw an amount under it.

79.5 We only draw money out of your Linked Account in accordance with the terms of your Direct Debit Request. We give a statement of your Account every 6 months. That statement sets out amounts we have drawn under your Direct Debit Request during the statement period. On giving you at least 14 days notice, we may:

- change our procedures in this agreement; or
- cancel your Direct Debit Request.

You may ask us to:

- stop a drawing under your Direct Debit Request; or
- cancel your Direct Debit Request by:

contacting Maitland Mutual on 1300 688 825 available Monday to Friday from 9am to 5pm, or Saturday morning from 9am to 12pm, at least 2 business days before cancellation. You may dispute any amount we draw under your Direct Debit Request by speaking to one of our Member Service Officers and giving them your transaction receipt number. Call 1300 688 825, available Monday to Friday from 9.00am to 5.00pm, or Saturday morning from 9.00am to 12.00pm.

79.6 Also, you may cancel a Direct Debit Request or dispute a drawing with your financial institution. We deal with any dispute under this agreement according to the procedures set out in clause 57.

79.7 If the day on which you must make any payment to us is not a Business Day, we draw on your Account under your Direct Debit Request on the next Business Day. We may cancel your drawing arrangements if three or more drawings are returned unpaid by your financial institution.

79.8 We will not disclose to any person any information you give us on your Direct Debit Request, which is not generally available, unless:

- you authorise that disclosure under this agreement;
- you otherwise consent to that disclosure; or
- we are required to disclose that information by law.

79.9 You acknowledge that not all Accounts held with a financial institution are available to be drawn on under the Direct Debit System. Before you complete your Direct Debit Request, you will check Account details against a recent statement from your financial institution to ensure that you complete those details correctly on your Direct Debit Request. Please check with your financial institution if you are uncertain about the date it processes an amount, if the date we draw your direct debit request falls on a Non-Business day.

You may direct:

- any requests to stop or cancel your Direct Debit Request to us or your financial institution; and
- any enquiries relating to any dispute under this agreement to us or your financial institution.

79.10 If you dispute any amount we draw under your Direct Debit Request, you authorise us to disclose any information relating to your Direct Debit Request and to any amount we draw under it to the financial institution at which your Account is held.

79.11 If there is more than one of you, you are bound by this agreement individually and together.

// Part L: Terms and Conditions for BPay® Biller Facility

80. BPAY® Biller Terms and Conditions

80.1 If you hold a Business Account with us you may apply to participate in the BPAY® Biller Facility provided by us. The BPAY® Biller Facility enables you to collect payments from your customers using the BPAY® Scheme.

80.2 To apply for the BPAY® Biller Facility you will be required to meet the following requirements:

a) Hold a Business Account with us; and

b) Complete a BPAY® Biller application form. A non refundable application fee as disclosed in Part 2 of our Terms and Conditions will be debited from your Business Account when your application is received by us.

80.3 If your application is successful you will be required to enter into a BPAY® Biller Agreement that will set out all the Terms and Conditions that apply to a BPAY® Biller Facility. You need to comply with the Terms and Conditions of the BPAY® Biller Agreement and the BPAY® Scheme procedures.

80.4 Details of the payments made to you via BPAY® are collected electronically by us and the funds are credited to your Account each Business Day. Payments received via the BPAY® Scheme are processed as cleared funds to your Account.

80.5 We can change the Terms and Conditions and the BPAY® Scheme procedures can be changed by BPAY® Pty Ltd. Changes we make will be notified in writing in the manner set out in the BPAY® Biller Agreement.

80.6 In accordance with the BPAY® Biller Agreement you must:
a) agree to authorise us to debit or credit your Account where necessary to effect payments and adjustments made via the BPAY® Scheme.

b) agree to authorise us to unwind the payment and return the funds to the sender where:

i. a payment is incorrectly sent to you; or

ii. a payment is sent to you for the wrong amount.

c) agree to only use BPAY® logos and trademarks in accordance with the BPAY® Biller Agreement and BPAY® Identity Standards;

d) establish a fair policy for the correction of errors and the exchange and return of goods and services where we become involved in effecting error corrections. We reserve the right to recover amounts previously credited to your Account due to an error included in the Payment and disputed as fraudulent transactions;

e) acknowledge that payment directions received by us after the cut-off time will be processed on the next Business Day;

f) agree to indemnify us against any losses, expenses, claims, suits, demands, actions and proceedings as a result of:

i. any negligence, misrepresentation or fraud with respect to performance of your obligations under the BPAY® Biller Agreement;

ii. a breach by you of any applicable laws;

iii. a failure by you to observe your obligations under the BPAY® Biller Agreement; and

iv. any use of BPAY® logos or marks that is not in accordance with the BPAY® Biller Agreement.

80.7 The ongoing provision of the BPAY® Biller Facility may be subject to us performing periodical reviews to ensure you are conducting:

a) the BPAY® Biller Facility in accordance with the Terms and Conditions of the BPAY® Biller Agreement and the BPAY® Scheme procedures; and

b) your Business Account in a satisfactory manner.

81 Termination

81.1 Subject to the Terms and Conditions contained in the BPAY® Biller Agreement either party may:

a) terminate the BPAY® Biller Agreement by giving 90 days written notice;

b) serve upon the other party a notice specifying a date for the termination if there is a default by that other party.

81.2 If you default under the BPAY® Biller Agreement we may suspend your participation in the BPAY® Scheme.

Head Office
417 High St, Maitland NSW 2320
ABN 94 087 651 983
Australian credit licence 238139 AFSL 238139